

A G E N D A
City Council Meeting
Monday, May 7, 2018 – 6:00 p.m.

➤ **OPENING**

- **Call to Order**
- **Invocation by Pastor Bruce Campbell**
- **Pledge of Allegiance**
- **Roll Call**
- **GCPD Officer of the Quarter Presentation**

➤ **RECEIVE INFORMAL PUBLIC COMMENT**

Informal Public Comment – Speaker Protocol

The City of Garden City believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment on items within the City Council's jurisdiction, may do so during the Informal Public Comment period of the meeting. However, no formal action will be taken on matters that are not part of the posted agenda. Informal Public Comments are scheduled for a total of fifteen (15) minutes and each person will be limited to three (3) minutes. In order to ensure the opportunity for all those desiring to speak before the Council, there is no yielding of time to another speaker. Speakers not heard during the limited fifteen (15) minute period will be first to present their comments at the next Council meeting. The opportunity to address City Council on a topic of his/her choice shall be used by an individual only one (1) time per month. It may not be used to continue discussion on an agenda item that has already been held as a public hearing. Matters under negotiation, litigation, or related to personnel will not be discussed. If a member of the general public would like to address the City Council during the Informal Public Comment portion of the meeting, please respectfully indicate your desire to address the City Council when the Mayor solicits members of the general public to come forward and speak. You will be recognized by the Mayor and asked to come forward to the podium so that you can address the City Council in accordance with the rules outlined herein. Once the speaker has been recognized to speak, he/she will be given three (3) minutes to address the City Council. The speaker should not attempt to engage the City Council and/or Staff in a discussion/dialogue and the speaker should not ask specific questions with the expectation that an immediate answer will be provided as part of the three (3) minute time frame since that is not the intent of the Informal Public Comment period. If the speaker poses a question or makes a request of the City, the Mayor may refer the issue or request to the City Manager for follow up. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. The Mayor may rule out of order any Speaker who uses abusive or indecorous language, if the subject matter does not pertain to the City of Garden City, or if the Speaker(s) attempts to engage the City Council Members in a discussion or dialogue on issues. City Council shall not discuss non-agendized matters because it does not give the public adequate notice. Accordingly, City Council shall be limited to asking factual and clarifying questions of staff, and when appropriate, the Council may consider placing a matter on a future agenda. In addition, it is not reasonable to expect staff to respond to any of a variety of issues on which they may or may not be prepared to respond to on a moment's notice, so the City Manager may respond, or direct staff to respond at a later time.

➤ RECEIVE FORMAL PUBLIC COMMENT

Formal Public Comment – City Council Agenda Protocol

The City of Garden City has identified this portion of the meeting to allow individuals an opportunity to formally address the City Council on issues of importance. Garden City requires that individuals who desire to formally address the City Council submit a written request form outlining the subject matter that they intend to discuss so that they can be placed on the meeting agenda. Members of the public desiring to be placed on the agenda to present or address matters to the City Council must submit a formal ***“REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA”*** form to the Office of the City Manager at least 10 days prior to the requested City Council meeting date that you wish to speak. City Council meetings are held on the first and third Monday of each month so the request must be submitted no later than 5:00 pm on the Friday which constitutes 10 days prior. The request can be done in person, regular mail, fax or e-mail and the speaker should obtain acknowledgement of the request from the City to demonstrate that the 10 day requirement has been met. The request form may be obtained from the Office of the City Manager and on the City’s website www.gardencity-ga.gov. The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred at the discretion of the City Manager, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised the completion of a request form does not entitle the speaker to be added to the agenda.

➤ CONDUCT PUBLIC HEARINGS

Speaking to a Public Hearing Item Protocol

In the interests of time and to ensure fairness of all persons who appear before the City Council to speak for or against a public hearing item, speakers will be limited to three (3) minutes each to address City Council except as described herein. One speaker for the Petitioner may address the City Council for no more than 10 minutes, unless extended by the Mayor. In an effort help the City Council and the general public to better understand the issues, the Mayor may request that a City staff member address the City Council from the podium. Speakers from the general public may only speak when recognized by the Mayor during the public hearing. Speakers will be asked to come to the podium to address the City Council for three (3) minutes and they shall state their name and resident address for the record.

Speakers addressing City Council on a public hearing item should coordinate comments to respect City Council’s time limits. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

***PROCEDURES FOR CONDUCTING PUBLIC HEARINGS ON PROPOSED ZONING DECISIONS BEFORE
GARDEN CITY'S MAYOR AND COUNCIL AND STANDARDS GOVERNING THE EXERCISE OF
CITY COUNCIL'S ZONING POWER***

Procedures for Conducting Public Hearings on Proposed Zoning Decisions:

All public hearings conducted by the Mayor and Council on Garden City, Georgia, on proposed zoning decisions shall be conducted as follows:

- (1) All public hearings by the Mayor and Council on zoning amendments shall be chaired by the Mayor.
- (2) The Mayor shall open the hearing by stating the specific zoning amendment being considered at the public hearing and further stating that printed copies of the adopted standards governing the exercise of the Mayor and Council's zoning power and the procedures governing the hearing are available to the public.
- (3) The Director of the City's Planning and Zoning Department shall advise the Mayor and Council of the recommendation of the Planning Commission when applicable.
- (4) The Mayor shall determine the number of attendees who desire to testify or present evidence at the hearing.
- (5) When there is a large number of individuals wishing to testify at a hearing, the Mayor may invoke time limits on individual speakers. In such cases, these time limits shall apply to all speakers. Proponents, including the petitioner or the petitioner's agent requesting the zoning decision, shall have no less than ten (10) minutes for the presentation of data, evidence, and expert opinions; opponents of the proposed decision shall have an equal minimum period of time. The Mayor may grant additional time; provided, however, an equal period of time shall be granted both sides.
- (6) The petitioner requesting such zoning decision, or the applicant's agent, shall be recognized first and shall be permitted to present and explain the request for the zoning decision. Thereafter, all individuals who so desire shall be permitted to speak in favor of the zoning decision.
- (7) After all individuals have had an opportunity to speak in accordance with subparagraph (6) above, those individuals present at the public hearing who wish to speak in opposition to the requested zoning decision shall have an opportunity to speak.
- (8) The Mayor may limit repetitious comments in the interest of time and may call for a show of hands of those persons present in favor of or opposed to the proposed decision.
- (9) It shall be the duty of the Mayor to maintain decorum and to assure the public hearing on the proposed decision is conducted in a fair and orderly manner.
- (10) Once all parties have concluded their testimony, the Mayor shall adjourn the public hearing.

Standards Governing the Exercise of The Zoning Powers of Garden City's Mayor and Council:

Prior to making a zoning amendment, the Mayor and Council shall evaluate the merits of a proposed amendment according to the following criteria:

- (1) Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?
- (2) Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?
- (3) Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- (4) Will this request place irreversible limitations or cause material detriment on the area similarly zoned as it is or on future plans for it?
- (5) Is there an imminent need for the rezoning and is the property likely to be used for the use requested?
- (6) Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?

➤ **Approval of City Council Minutes**

- Consideration of City Council Minutes dated 4/16/18 and Workshop Synopsis 4/23/18.

➤ **Staff Reports**

- Receive monthly report from the Director of Human Resources
- Receive monthly report from the Director of Information Technology
- Receive monthly report from the Director of Parks & Recreation
- City Manager's Updates & Announcements

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance, Text Amendment, Chapter 90 (Establish Group homes, etc.):** An ordinance to amend the Code of Ordinances of Garden City, Georgia, as amended, by amending zoning Chapter 90, to establish group homes for disabled persons, halfway homes, personal care homes, and rehabilitation centers as permitted uses within the City where such uses may be exercised.
- **Ordinance, Text Amendment, Chapter 90, Article VII (Establish Procedures):** An ordinance to amend the Code of Ordinances of Garden City, Georgia as amended by amending Chapter 90, Article VII thereof, to establish a procedure for making requests for reasonable accommodation in land use, zoning, and development regulations as found and contained in the City's zoning code.
- **Ordinance, Text Amendment, Chapter 90, Article VII (Require Special Public Hearing):** An ordinance to amend the Code of Ordinances of Garden City, Georgia as amended by amending Chapter 90, Article VII thereof, to require the holding of a special public hearing when a proposed zoning decision is sought to locate or relocate a halfway house, drug rehabilitation center, or other facility for the treatment of drug dependency.
- **Ordinance, Text Amendment, Chapter 90, Section 90-47(67) (Pest Control Use in M Zoning District):** An ordinance to amend the zoning ordinance of Garden City, Georgia, as amended, for the purpose of amending Paragraph 67 of Section 90-47 (b) to permit pest control business establishments with the approval of the board of appeals to operate in all mixed use zoning districts located within the City.
- **Ordinance, Zoning Map Amendment (4820 Augusta Road):** An ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended, to rezone from a zoning classification of "C-2" to a zoning classification of "C-2A (B&W)" certain property owned by J. Garden City, LLC, at 4820 Augusta Road, (Lot 59 and Lot 60 of the re-subdivision of Tracts 61 thru 75, Industrial City Gardens) Garden City, Georgia
- **Ordinance, Zoning Map Amendment (4805 Old Louisville Road & O Burdette Street):** An ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended, to rezone from a zoning classification of "R-A" to a zoning classification of "I-1" two lots or parcels of land owned by Simon Phillips, LLC, at 4805 Old Louisville Road and on Burdett Street, (Lots 21 and 22, Burdett Home Tract), Garden City, Georgia.

- **Resolution, Nancy Tyson Property Acquisition:** A resolution by the Mayor and Council of Garden City, Georgia, to authorize the City Manager to execute the sales contract and deliver any and all documents or agreements reasonably required to consummate the transaction to acquire 0.35 acres, more or less, located at the intersection of Chatham Parkway and Telfair Place in Garden City, Georgia, known as the southwestern portion of Lot 20, Phase 1, Plaza Industrial Park Subdivision.
- **Resolution, WPCP Sludge & Grit Removal Project:** A resolution by the Mayor and Council of Garden City, Georgia, to ratify and approve the emergency procurement of services totaling \$115,375.00 made during the last week of April 20, 2018 by the City Manager from Degler Water Services, Inc., in order to accelerate the removal of biosolids from the City's partially functioning Water Pollution Control Plant.
- **Resolution, Chatham Municipal Association Meeting:** A resolution by the Mayor and City Council of Garden City, Georgia, to authorize the furnishing of alcoholic beverages at the Chatham Municipal Association dinner meeting on June 6, 2018, subject to all the conditions set forth in said Code Section 6-4(c) including, but not limited to, the requirements that a licensed and insured third party vendor serve the alcohol, and that the event adhere to all applicable federal or state laws, and local ordinances, related to the sale and use of alcohol.

➤ **ADJOURN**

MINUTES
City Council Meeting
Monday, April 16, 2018 – 5:30 p.m.

Call to Order: Mayor Bethune called the meeting to order at 6:00 p.m.

Opening: Pastor Gary Johnson, Woodlawn Baptist Church gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

Roll Call:

Members: Mayor Bethune presided. Council Members: Mayor Pro-tem Kicklighter, Councilmember Campbell, Councilmember Cody, Councilmember Daniel, Councilmember Ruiz and Councilmember Tice.

Staff: Ron Feldner, City Manager; Rhonda Ferrell-Bowles, Clerk of Council; James P. Gerard, City Attorney; Gilbert Ballard, Chief of Police; Ben Brengman, IT Director; Cliff Ducey, Recreation Director Jackie Jackson, Special Projects Coordinator; Corbin Medeiros, Fire Chief; Benny Gooze, Public Works Director; Ron Alexander, Planning Director and Scott Robider, Code Enforcement Supervisor. *Absent:* Pam Franklin, HR Director.

Informal Public Comment: Mayor Bethune opened the floor to receive public comment from the audience.

Dr. Tonya Howard Hall, Port Wentworth, Georgia, gave her qualifications as candidate for the School Board District 8 seat and asked City Council for their support.

There being no other questions or comments from the audience, Mayor Bethune closed the informal public comment portion of the meeting.

Public Hearings:

PC1808, Rezoning Request: Mayor Bethune opened the public hearing to receive comment on a request by Yash Desai representing J. Garden City, LLC, property owner, to rezone 4820 Augusta Road from C2 to C2A. PIN 6-0013-04-041.

Planning Director said Mr. Desai is requesting to rezone the property from C-2 to C-2A. He said Mr. Desai plans to put a convenience store and three tenant spaces on the property.

Mayor Bethune asked if the petitioner meets all the requirements. Planning Director replied, yes he meets all the rezoning requirements.

Ms. Silva Swan, Varnedoe Avenue, said my property backs up to this property. She asked City Council not to give the C-2 zoning, but give it the B&W zoning for beer and wine only. She said do not go with the zoning for pure alcohol, because it would open it up for anything to go in. She said if you have to vote, please go with the B&W zoning.

There being no further questions or comments from the audience, Mayor Bethune closed the public hearing for PC1808.

PC1810, Zoning Text Amendment Request: Mayor Bethune opened the public hearing to receive public comment on a request by Vinay Patel, property owner, to amend the code of ordinances of Garden City, Georgia as amended by amending Chapter 90 Sec. 90-47(67) to allow for the permitted use of a pest control business in an M zoning district.

Planning Director said Mr. Patel is requesting a text amendment to allow for the permitted use of a pest control business in an M zoning district. He said the text amendment was drafted by the City Attorney. He said this is not a ruling on any specific case.

There being no one wishing to speak in favor or against the zoning text amendment, Mayor Bethune closed the public hearing for PC1810.

PC1811, Rezoning Request: Mayor Bethune opened the public hearing to receive public comment on a request by Simon Phillips, property owner to rezone 4805 Old Louisville Road and O Burdette Street from R-A to I-1. PIN 6-0925-03-007; 6-0925-03-006.

Planning Director said Mr. Phillips is requesting to rezone 4805 Old Louisville Road and O Burdette Street from R-A to I-1 for commercial contracting use. He said the property meets the criteria and the rezoning would have no adverse effect on the surrounding properties.

There being no one wishing to speak in favor or against the zoning text amendment, Mayor Bethune closed the public hearing for PC1811.

PC1812, Ordinance Amendment: Mayor Bethune opened the public hearing to receive public comment on a request by the City of Garden City for an ordinance to amend the Code of Ordinances of Garden City, Georgia as amended by amending Chapter 90, Article VII thereof, to establish a procedure for making requests for reasonable accommodation in land use, zoning, and development regulations as found and contained in the City's zoning code; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes.

Planning Director said this is to establish procedures for land use. He said the City Attorney drafted the ordinance to include further verbiage.

There being no one wishing to speak in favor or against the zoning text amendment, Mayor Bethune closed the public hearing for PC1812.

PC1813, Ordinance Amendment: Mayor Bethune opened the public hearing to receive public comment on a request by the City of Garden City for an ordinance to amend the Code of Ordinances of Garden City, Georgia as amended by amending Chapter 90, Article VII thereof, to require the holding of a special public hearing when a proposed zoning decision is sought to locate or relocate a halfway house, drug rehabilitation center, or other facility for the treatment of drug dependency; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes.

Planning Director said this is for action needed to outline the special hearing requirements requires by law. He said the City Attorney drafted the ordinance.

There being no one wishing to speak in favor or against the zoning text amendment, Mayor Bethune closed the public hearing for PC1813.

City Council Minutes: Upon motion by Councilmember Tice, seconded by Councilmember Kicklighter, City Council voted unanimously to approve the city council minutes dated 4/2/18 and the workshop synopsis dated 4/9/18.

Staff Reports:

Planning Director presented the Planning Departments Report for the month of March.

Public Works Director presented the Public Works/Water Operations Department's Report for the month of March.

Councilmember Kicklighter asked the Public Works Director to look into restriping Smith Avenue.

Chief of Police presented the Police Department's Report and Code Enforcement's Report for the month of March.

Chief of Police introduced Officer Scot Robider as the new Code Enforcement Supervisor. Mayor Bethune said he has heard nothing but good from the residents in regards to the new Code Enforcement Supervisor.

Fire Chief presented the Fire Department's Report for the month of March.

City Manager's Updates & Announcements: City Manager said we had a good crowd at the Town Meeting last Thursday. He said another Town Meeting is scheduled at 6:00 p.m. on April 24th at City Hall.

Items for Consideration:

Resolution, GCCVB Appointment: Clerk of Council read the heading of a resolution by the Mayor and Council of Garden City, Georgia, to appoint Ed Chapman, Owner/Operator of Bahama Joes to replace George Mingledorf as one of the Mayor and Council's representatives on the Garden City Convention and Visitors Bureau Authority for the remainder of Mr. Mingledorff's term running from January 1, 2018 through the first regular council meeting in January 2020.

Upon motion by Councilmember Tice, seconded by Councilmember Kicklighter, City Council voted unanimously to adopt the resolution.

Resolution, Georgia Cities Week: Clerk of Council read the heading of a resolution by the Mayor and City Council of Garden City, Georgia, to recognize April 22-28, 2018 as Georgia Cities Week and to encourage all citizens to support the celebration and corresponding activities.

Upon motion by Councilmember Kicklighter, seconded by Councilmember Daniel, City Council voted unanimously to adopt the resolution.

Resolution, Surplus Vehicle & Equipment: Clerk of Council read the heading of a resolution by the Mayor and Council of Garden City, Georgia, to classify as surplus property for discarding as salvage or non-serviceable (1) JCB Backhoe and (1) Ford Crown Victoria by auction to the highest bidder.

Upon motion by Councilmember Kicklighter, seconded Councilmember Campbell, City Council voted unanimously to adopt the resolution.

Adjournment: Upon motion by Councilmember Kicklighter, seconded by Councilmember Campbell, City Council voted to adjourn the meeting at 6:32 p.m.

Transcribed & submitted by: Clerk of Council

Accepted & approved by: City Council 5/7/18

SYNOPSIS

City Council Workshop Monday, April 23, 2018 – 5:30 p.m.

Opening

Mayor Bethune called the workshop to order and gave the invocation.

Attendees

Members: Mayor Bethune presided. Council Members: Bruce Campbell, Councilmember Daniel, Councilmember Ruiz and Councilmember Tice. *Members Absent:* Mayor Pro-tem Kicklighter and Councilmember Cody.

Staff: Ron Feldner, City Manager; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; James P. Gerard, City Attorney; Ron Alexander, Planning Director; Jackie Jackson, Special Projects Coordinator; Gilbert Ballard, Chief of Police; Scott Robider, Code Enforcement Supervisor and Corbin Medeiros, Fire Chief.

Planning Commission Cases for City Council Consideration 5/7/18:

- PC1808, Zoning Map Amendment Request (4820 Augusta Road C-2 to C-2A)
- PC1810, Zoning Text Amendment Request (“M” Zoning Permitted Use)
- PC1811, Zoning Map Amendment Request (Old Louisville Rd. R-A to I-1)
- PC1812, Ordinance Amendment (Chapter 90, Article VII) – Establish Procedure
- PC1813, Ordinance Amendment (Chapter 90, Article VII) – Special Public Hearing
- PC1804, Ordinance Amendment (Chapter 90) – Group Homes, etc.

Planning Director said PC1808 is the Pump & Go located at 4820 Augusta Road. He said He is looking to get his alcohol license. He said I do not believe that he will have distilled liquors in the convenience store. He said I offered Mr. Desai the B&W, but he wanted to move forward with the C-2A zoning.

Mayor Bethune said I have a concern that none of the applicants came to the public hearings at the last city council meeting. He said I had several questions that I would have like to have been able to ask the applicant.

City Attorney said where is the closest C-2A to him? City Manager said north of Brampton are no C-2A's. City Attorney said then this would be spot zoning.

City Attorney said have you told the applicant that it may be denied by City Council. He said have you asked him to step down the zoning.

City Manager said if City Council denies his request, then he has six months before he can come back. He said we need to find out what he is willing to do. He said I will call him tomorrow.

Q1 Revenue & Expenditures Report (January 1 – March 31, 2018)

Finance Director presented the first quarter revenue and expenditures report for review and discussion. She said all the funds are operating as expected in the first quarter and the available cash is showing a positive trend thus far in 2018. She said I do need to point out a correction on the Capital Outlay Improvement Plan. She said the year-to-date expenditures of \$124,826 for the police department vehicles and equipment should be \$89,835.60 instead of \$124,826. She said the Tasers were purchased in 2017, but the invoice didn't come in to be paid until 2018. She said when the invoice was paid it was miscoded/charged to the police department's 2018 vehicles and equipment line item. She said since then it has have been recoded and charged back to 2017.

Finance Director asked if City Council had any questions on the first quarter revenue and expenditures report. Mayor Bethune said I'm fine with the report. City Council members said we're good.

Garden City Town Center Mixed Use Development – Town Green

City Manager said the Charlie Roberts' lender has concerns about the Town Green in regards to it being limited to park space. Charlie wants us to put stipulations in the deed that it will always be an undeveloped passive green space.

City Attorney said I'm against it. We had a contract and as far as I'm concerned he is obligated to close on the deal. We have already dedicated and reserved enough of our properties. He wants us to restrict what we can do on the Town Green. He said these restrictions are perpetual.

Mayor Bethune said what I liked about the City Hall plan was the green space that the Town Green provided. He said I don't understand why a lawyer at the bank picked upon this and now it's a big issue.

Councilmember Tice said I agree with the Mayor. Why all of a sudden has this hit us.

City Attorney said unless whoever he is trying to market the property to wants it.

City Manager said this is weird when the bank gets involved. He said Charlie said this may be a deal breaker.

City Attorney said Charlie said the traffic light at Sunshine would be a deal killer.

City Manager said we are struggling to get DOT to buy in on installing the traffic signal, because we can't get the traffic numbers. He said Charlie might not build out the office spaces for ten years. He said the traffic signal might not go in until two or three years. He said we can't guarantee the light, because DOT is a third party and right now we can't get the traffic numbers.

Councilmember Daniel said is the covenant to keep it a green space worth losing the development?

City Manager said we can ask for a letter from the lender and let them know that City Council is not supportive of the straight forward deed restrictions.

Mayor's Updates

Mayor Bethune said the Housing Team has a work day with GPD this Saturday. He said the street sign at Shaw and Sharon Park is missing. He said there is an issue at the Family Dollar with them having so much stacked in the isles that people can't walk down them.

Councilmember Tice said the Dollar General is also bad about having stuff in the isles making it hard to get around.

City Council members expressed concerns about several homes having suspicious activity. Chief Ballard said we will look into it.

City Manager's Updates

City Manager said I received an email from Councilmember Ruiz about issues that residents had reported to her. He said you all need to start giving people the ways to report code violations. He said just asked the people to contact the Code Supervisor that way he can talk with the person to get all the details.

Councilmember Tice said one of the reasons that people don't call is no one ever answers the main switchboard. She said I know when I call up here I can't get anyone.

Chief Ballard said the Code Supervisor's direct line is being setup.

Councilmember Tice said it is easier for them to tell me. She said that way they don't have to give their name. She said a lot of people don't like to give their name, because the complaint is about their neighbor.

City Manager said if the complaint is that bad then they need to contact the Code Supervisor. He said I can't believe that if there complaint means that much that they aren't willing to call the Code Supervisor. He said they also can go online and report the violation. He said we have a different system now. He said if you give a problem to the Code Supervisor it is logged in and followed.

IT Director provided City Council with three ways to report a code violation to the Code Enforcement Unit.

Councilmember Tice said I don't want my residents to come back on me, because something is not being done. She said they tell me, because they know I will follow up on it.

Code Supervisor said all I need is an address. He said if they pictures then that would help.

Special Projects Coordinator said if the formal complaint is by word of mouth then we have no way to track it.

IT Director said they can fill a form out on the website and attach a photo. He said if they submit it through the website then they can track it through the process. He said they also will receive an email when the case is finished.

Councilmember Daniel said you should ask the residents to get their complaints to you in writing so you don't miss details then you can submit it for them.

Mayor Bethune said it would be helpful to provide City Council with business cards for the Code Supervisor so they can hand them out when needed.

Chief Ballard said then that puts the responsibility on them not you.

Councilmember Tice said I'm not against this, I just know how the seniors are and some of the folks in my area will not be able to do this.

IT Director said also the seniors can drop a written complaint in the drop box at the senior center.

Special Projects Coordinator said the word is getting out about the new Code Supervisor on face book. She said I would also like to remind City Council of the Town Meeting tomorrow evening at City Hall.

Councilmember Daniel said one of the Planning Commission cases wants to put a pest control in one of the suites across from us.

Planning Director said it is not a concern, because it doesn't generate that much traffic.

Mayor Bethune said it would be a good idea if the Code Supervisor could stop the Senior Center with some of his business cards.

Adjournment

City Council adjourned the workshop at 6:44 p.m.

Transcribed and submitted by: Clerk of Council

Accepted and approved by: City Council 5/7/18

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL **DATE:** May 7, 2018

SUBJECT: Human Resources Department Report for Month of April 2018

Report in Brief

Attached is the Human Resources Department's Month End Report.

Prepared by: Pam Franklin

Title: Human Resources Director

Reviewed by: _____

Title _____

City Manager

Attachment(s)

Human Resources Department / Month End Report

Recruitment/Positions filled

The City has an opening for a Police Records Clerk and Police Officer Recruit.

New Hires

The City welcomes two full time employees: Chris Snider is our new IT Tech and James Hargett has returned from retirement to fill the Senior Water Repair Tech position.

Employment Terminations

One separation from employment to report for the month of April.

City Employment

The City ended the month of March with a total of 103 full-time employees.

The chart below illustrates the percentage distribution by department of full-time employees with actual employee count by department to the right of each department.

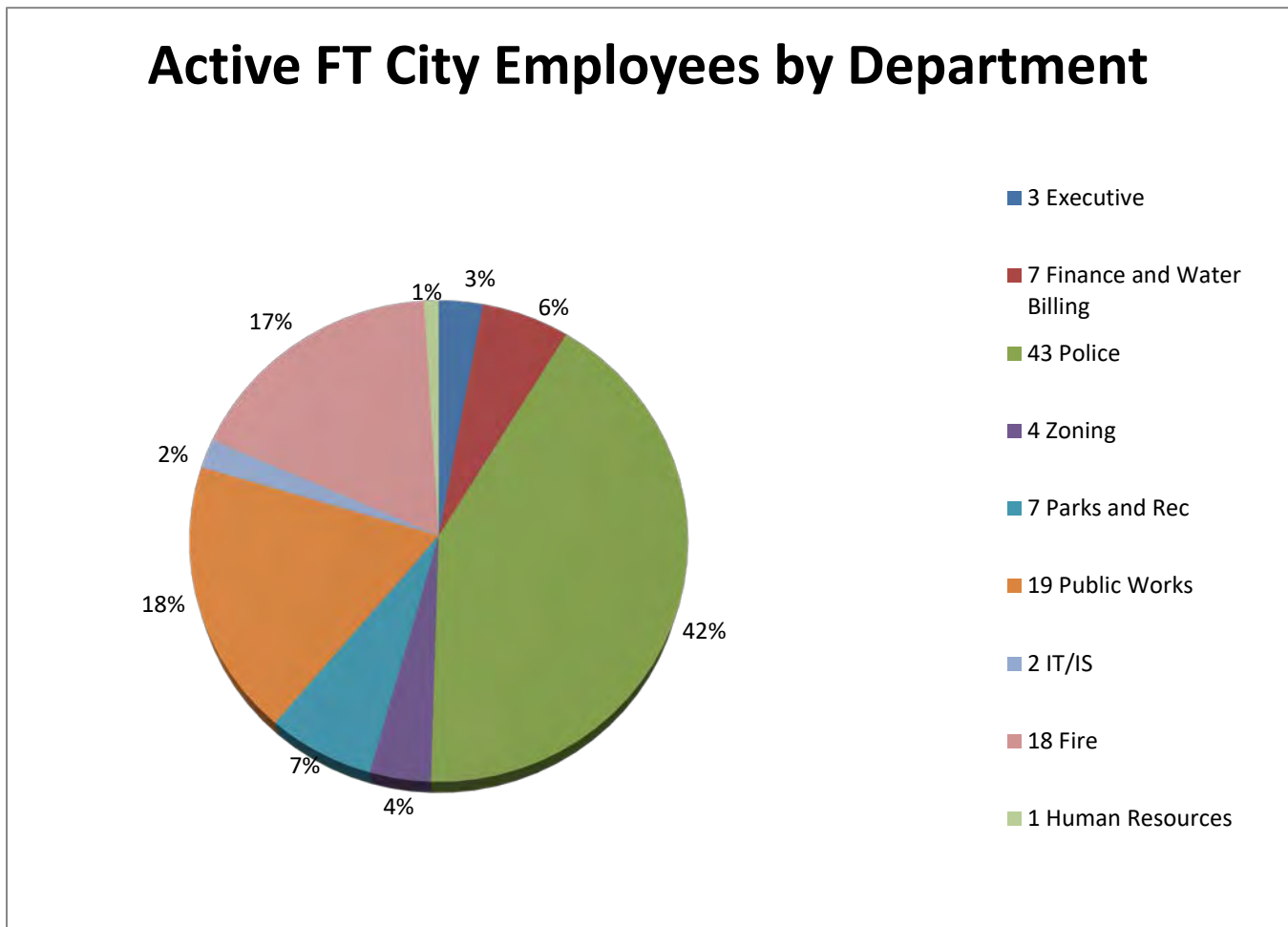


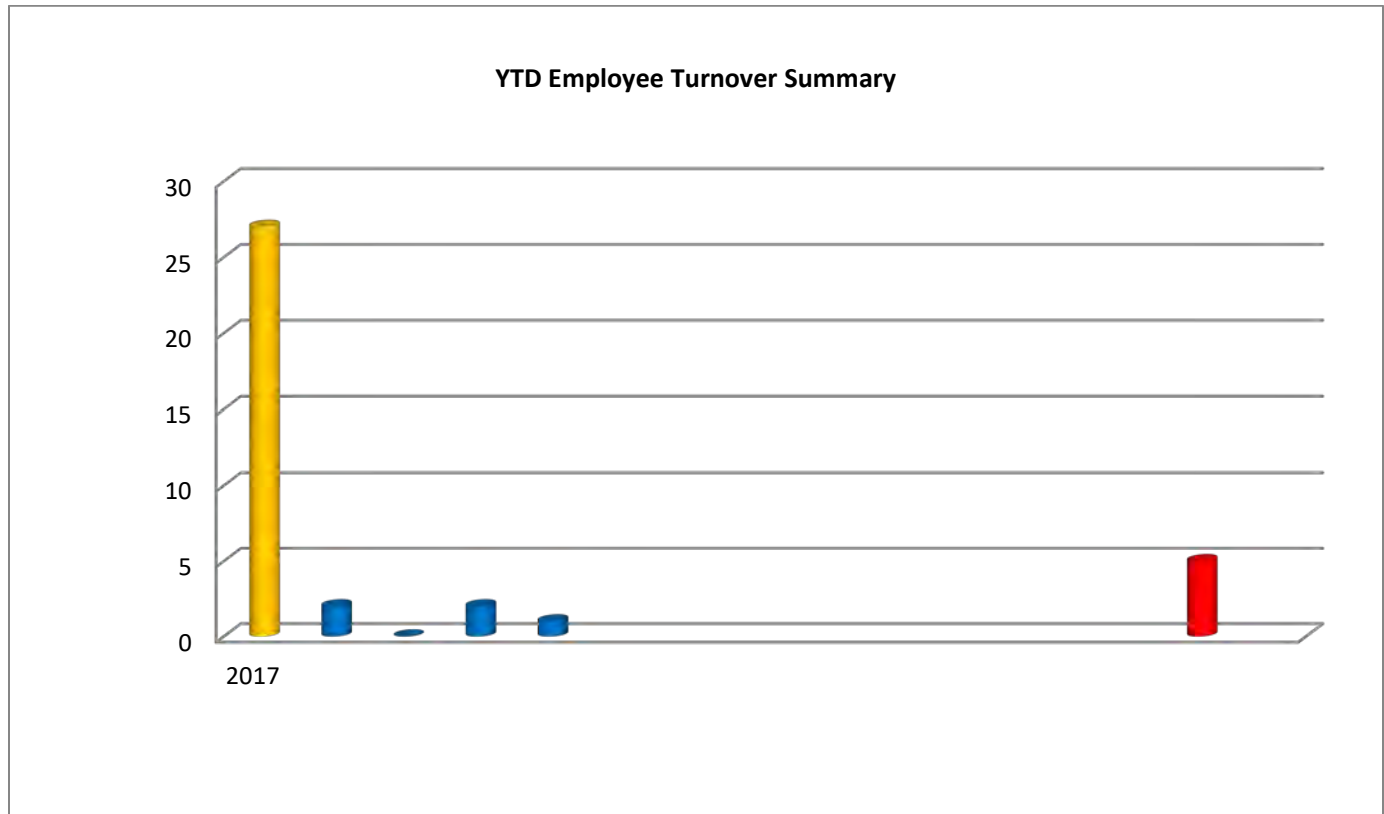
FIGURE 1 NOTE: 2018 TOTAL COUNCIL APPROVED/BUDGETED POSITIONS IS 119

EMPLOYEE TURNOVER DATA

The City's turnover rate per month

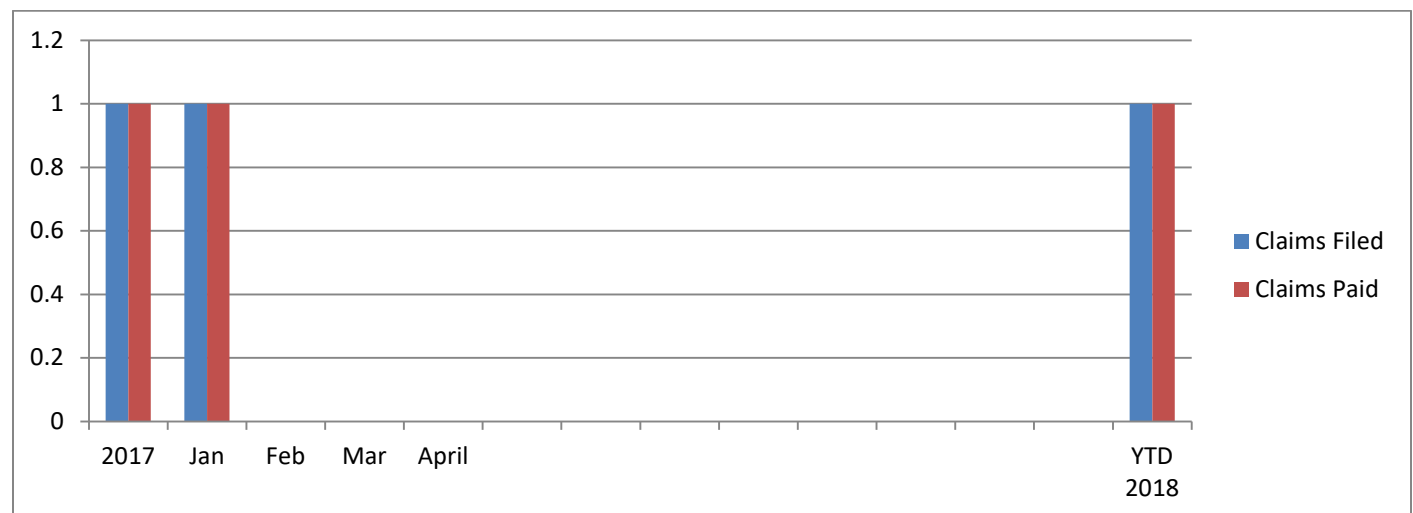
- January 2%
- February 0
- March 2%
- April 1%

The graph below illustrates turnover in full time positions for 2018 compared to turnover occurring in the previous year.



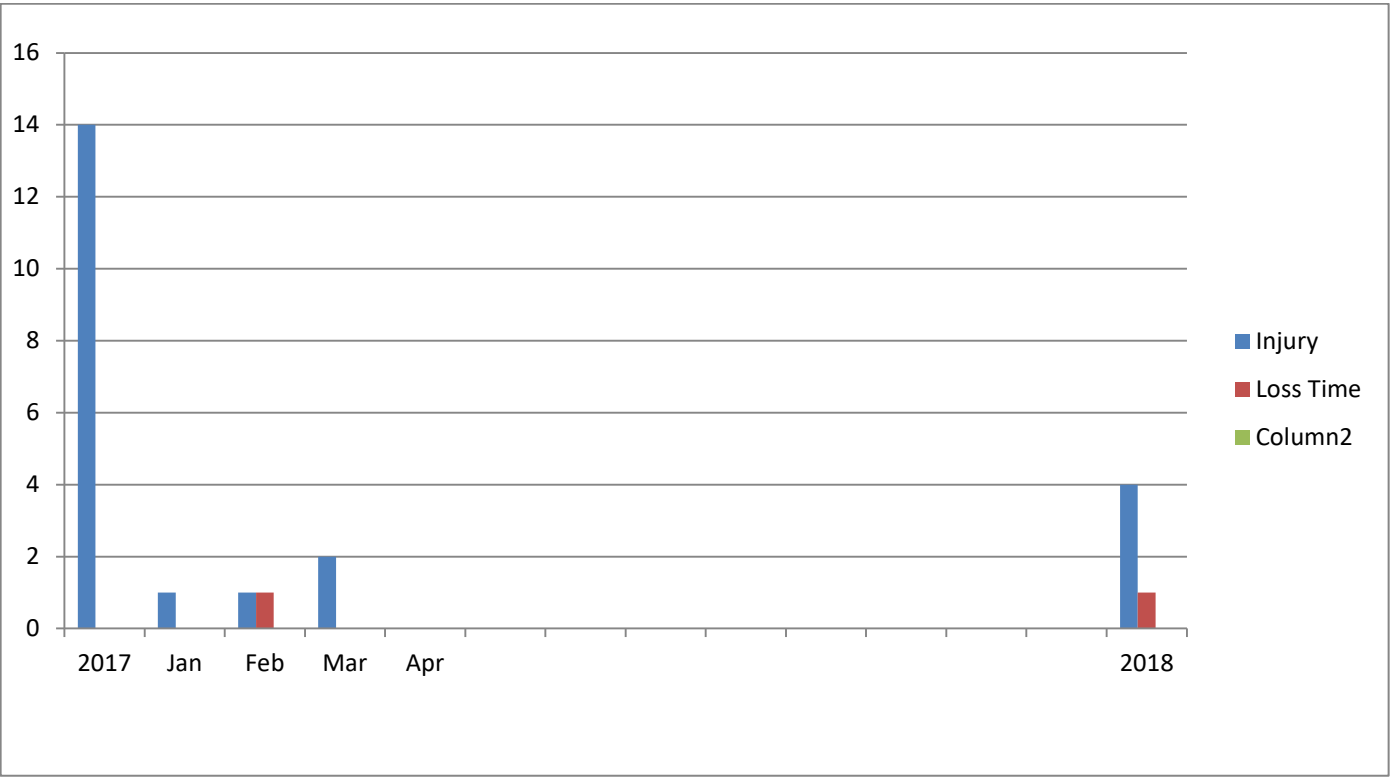
Unemployment Claims:

The City has received one Unemployment claim filed and payable YTD.



Workers Compensation

No accidents or injuries to report for April.



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 5/7/2018
SUBJECT: *Technology Department Report for the Month of April 2018*

Report in Brief

The Technology Department Monthly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

Prepared by: Benjamin Brengman
Title Director of Information Technology

Reviewed by: _____
Title _____

Ron Feldner, City Manager

Attachment(s)

Technology Report

- The new Garden City website has been launched and we are adding new items daily.
- You can now view the Garden City City Council meeting on YouTube.
- Deployed five new computers.
- The new IT Technician Chris Snider started
- RUOK system has been installed.

Website

- Currently we have 869 followers on Facebook and 469 followers on twitter.
- We had 2308 visits to the website from during the month of April for a daily average of 74.5 visits.

Building Maintenance

- Painted the Police Department.
- Did the routine maintenance on the HVAC.
- Repairs to the pump for the fountain have been Completed.
- Repairs doors within City Hall.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
Parks & Recreation

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 2nd 2018

SUBJECT: *Parks & Recreation 2018 April Report*

Report in Brief

The Parks & Recreation Monthly Status Report includes a summary of the monthly activities and projects of all divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month. Garden City Parks and Recreation Department April report. Our staff continues to relish opportunities to provide quality programming and facilities to our residents. We encourage all residents to engage themselves in a program of choice and begin reaping the emotions and physical rewards associated with teamwork, interaction and physical and mental activity.

The operations detail contained in this report is for the Month of April 2018 and all related information is current as of May 1, 2018.

Prepared by: Cliff Ducey
Title Parks & Recreation Director

Reviewed by: _____
Title _____

Ron Feldner, City Manager

Attachment(s)

**Parks & Recreation Department
Status Report
Summary - April 2018**

Adult/Youth/Sports Programs & Community Relations Activities/Events

Adult Programs

Senior Center

During the Month of April and average of 40 Senior Citizens attended/participated in adult programs at the Senior Center. Total number of lunch meals served 687 and total number of breakfast served 119.

Activities included: Devotion time, bingo, trivia, puzzles, dominoes, bridge, cards, pool and line dancing and muscle strengthening exercise.

➤ ***Monthly Programs Offered***

- New programs are offered each month, so stop by the Garden City Senior Center to see *what's new*.

1. In May we will honor Mother's, and Veterans!
2. On May 24th at 5:00 we are having an "Oldies" party. (Fun, food, and music) The dress code will be of the 50's and 60's!
3. Out to eat night will be at Joe's on River Street will some time to wander in the shops or sit and watch the ships.
4. Ongoing... A program from County Extension Office this month, movie day , game night and 2 opportunities to travel on the van to Hilton Head are also on the calendar.

Continuing "Healthy Eating" program the first Tuesday of each month with the County Extension Service.

Ongoing: Movie Day, Book Club, lunch out with shopping at Hilton Head, Game night, eat out night, bingo, pool, weights, wisdom club, cards in the afternoon, and line dancing!

May is older American Appreciation month.
Come join the fun!!

Youth Programs

Cooper Center

During the month of April, 15 per day Youths attended/participated in youth programs/after school.

Activities included: Ping-Pong, indoor board games and playground.

➤ ***Monthly Programs Offered***

- Computer help
- Home Work help
- Ping Pong, Board games
- Outdoor fenced in playground and basketball court.

Sports Programs/Activities

During the month of April, 101 Youths participated in Garden City's Youth Sport Programs.

- Baseball season Practice is underway(we have 5teams).

➤ Baseball -75

➤ Gymnastics - 26

➤ High School Soccer At Garden City Stadium (weeknights 5pm & 7pm February, March, April)

➤ **Upcoming Sports Programs/Events**

➤ **Sign ups**

Sign-up taken at Garden City Gym Monday –Friday 8:30am – 5pm (**Credit Card**, check or money order only)

• Summer Day Camp (*Camp Eagle*)

Summer Day Camp for Ages 6-12
Garden City Parks and Recreation Department

May 21nd – August 7nd

Swimming, Archery, Team Sports, Field Trips, Arts & Crafts, Songs & Skits, Games and More!
Swim Lesson Available

Age Groups

6-8 - Lions

9-10 - Tigers

11-12 - Bears \$25.00 Registration Fee

\$75.00 Week/ One Child (Per Child)

\$65.00 Week/ Two children (Per Child)

\$55.00 Week/Three or More Children (Per Child)

\$25.00 Daily Rate (Per Child)

Camp Monday-Friday

Drop Off 7am-9am

Camp Activities 9am-4pm

Pick Up 4pm-6pm

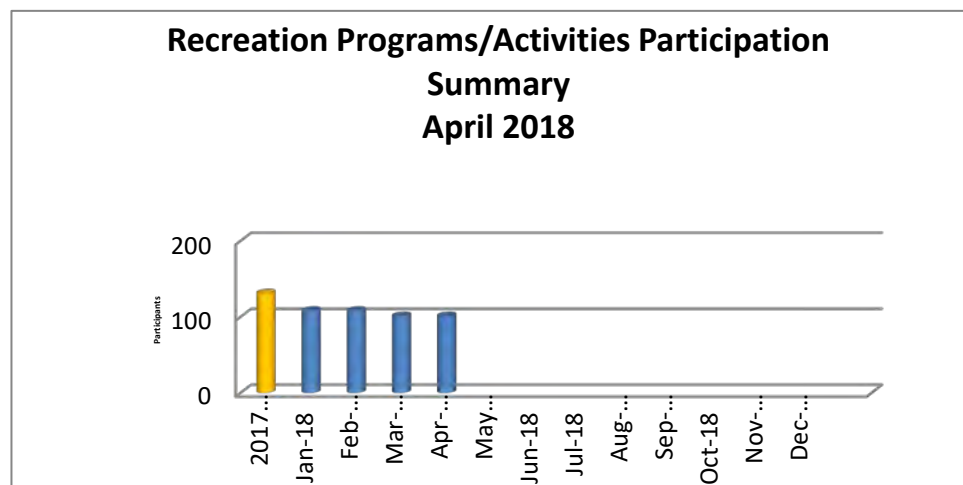
Camp Held at Garden City Gym

160B. Priscilla D. Thomas Way 966-7788

- Camp Eagle

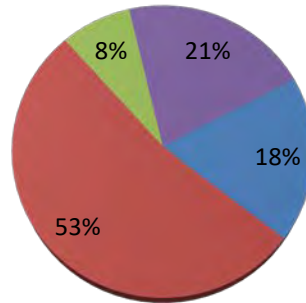
Sign-up taken at Garden City Gym Monday –Friday 8am – 5pm (check or money order only)

The graphs below are visual summaries of the number of participants in Garden City's Recreation Programs/Activities.

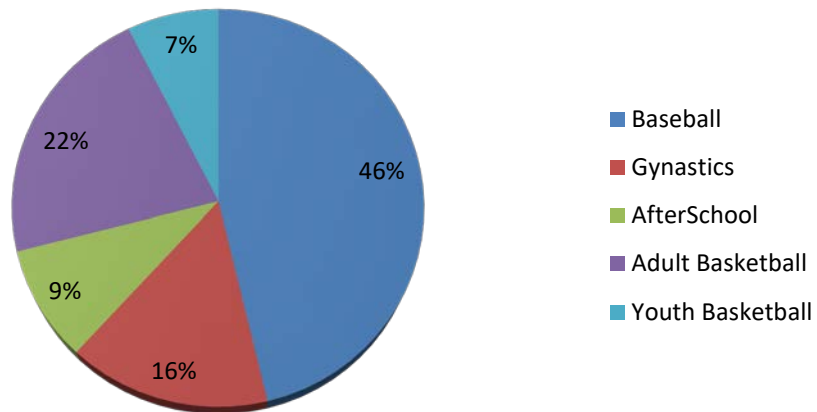


April Participation

■ Adult Programs ■ Youth Sports Programs ■ Youth Programs ■ Sr. Citizens



Top 5 Activities April 2018



ORDINANCE 2018-_____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, BY AMENDING ZONING CHAPTER 90, TO ESTABLISH GROUP HOMES FOR DISABLED PERSONS, HALFWAY HOMES, PERSONAL CARE HOMES, AND REHABILITATION CENTERS AS PERMITTED USES WITHIN THE CITY AND TO DESIGNATE THE ZONING DISTRICTS WITHIN THE CITY WHERE SUCH USES MAY BE EXERCISED; TO REPEAL ALL ORDINANCES IN CONFLICT THEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof that:

Section 1. Section 90, Article I, Section 90-5(b), of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Definitions and Rules of Construction," is hereby amended by adding the following definitions of institutional residential uses to be permitted within the City:

"Group Home for Disabled Persons" means a residential use or facility, located in a single-family dwelling, where non-related persons with a disability recognized by the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq., and the Fair Housing Act, 42 U.S.C. Section 3601 et seq., may live together in a residential setting, free from discrimination and local governmental rules, policies, practices, or services, except as would constitute a direct threat to the health and safety of the occupants or other individuals. Such term would include a facility that provides counseling and peer group support for individuals who have successfully completed a treatment program at a rehabilitation center for alcohol or drug addiction and are transitioning back into the community.

"Halfway House" means a residential use of facility with a structural living environment for persons learning to adjust to society after being imprisoned.

"Personal Care Home" means a residential use or facility located in a single-family dwelling, whether operated for profit or not, which undertakes through its ownership or

management, for compensation, to provide personal services, protective care and oversight of ambulatory, non-related persons who need a monitored environment, but who do not have injuries or disabilities which require chronic or convalescent care, including medical, nursing, or intermediate care. Personal services include, but are not limited to, individual assistance with or supervision of nutrition, self-administered medication, and essential activities of daily living such as bathing, grooming, dressing, and toileting, and provision of transient medical care. Personal Care Homes may include those facilities which monitor residents' daily functioning and location and have the capability for crisis intervention. Such term does not include:

- (a) Old age residences which are devoted to independent living units with kitchen facilities in which residents have the option of preparing and serving some or all of their own meals;
- (b) Boarding facilities which do not provide personal care;
- (c) Group homes for disabled persons, as defined by the Fair Housing Act amendments of 1988, 42 U.S.C. Section 3601, et seq.;
- (d) Facilities which provide personal care to persons using or addicted to either alcohol or controlled substances;
- (e) Facilities for persons whose residency may constitute a direct threat to the health or safety of other individuals or whose tendency would result in substantial physical damage to the property of others; or,
- (f) Work release facilities for convicts or ex-convicts or other housing facilities serving as an alternative to incarceration.

"Rehabilitation Center" means a facility (residential or non-residential) providing rehabilitation, treatment, counselling, or assessment and evaluation services related to alcohol and drug abuse. The term shall not apply to occupational or physical rehabilitation of any person.

Section 2. Section 90, Article II, Section 90-47(b) of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Zoning; Permitted Uses," is amended by adding the following as Paragraphs 122 through 124 of the uses listed therein:

(122) Group Homes for Disabled Persons and Personal Care Homes: R-1(B), R-2(B), R-A(B), R-I-N(B), M(B)

Such use shall be permitted provided that:

- a. Where an existing residential structure is used, there shall be no alterations or additions to the structure that shall change its residential character or use, and where permission is granted to expand any such structure, the general scale and proportion must conform to the general scale and proportion of existing residential structures within the immediate area.
- b. The location of the structure where the group home or personal care home is located shall pose no potential for danger to residents caused by surroundings.
- c. Minimum square footage requirements for the total number of occupants (residents, owners, and owners' family) shall meet those required for residential uses provided in the International Residential Code, the International Property Maintenance Code, the International Building Code, the International Fire Code, and the Life Safety Code.
- d. A group home or personal care home shall have an on-site manager who resides in the home and upon the premises.
- e. No facility shall provide any nursing or medical services to its residents or admit and retain residents who need continuous medical or nursing care.
- f. All facilities shall provide on-site laundry services and arrange for or provide transportation services to its residents.
- g. With respect to group homes providing counseling and peer group support for individuals who have successfully completed a treatment program at a rehabilitation center for the treatment of drug or alcohol dependency, no alcoholic beverages or controlled substances shall be stored, served, sold, consumed, or in the possession of any person in the facility.
- h. Group homes shall provide the City's fire and police departments a current list of residents living in the facility who have disabilities, and information concerning special needs so as to ensure each resident's safety and removal from the premises in the event of a fire or similar emergency with the home.
- i. All facilities shall comply with state regulations and acquire applicable state licenses for operation.

- j. All facilities shall comply with the registration requirements of the Georgia Department of Community Development with respect to providing said Department with copies of all state licenses and documentation.
- k. The facility satisfies all parking standards of the City.
- l. The facility applies for and receives a Garden City business license and/or occupational tax certificate.

(123) Halfway House: C-2(B), I-1(B), I-2(B)

Such use shall be permitted provided that:

- a. The area of the site whereon the facility is located shall be at least three (3) acres.
- b. There shall be no more than ten (10) residents permitted in the facility, not including attendants and employees of the operator.
- c. Minimum square footage requirements for the total number of occupants shall meet those required for residential uses provided in the International Residential Code, the International Property Maintenance Code, the International Building Code, the International Fire Code, and the Life Safety Code.
- d. The operator of the facility must be licensed for the treatment of drug and alcohol dependency.
- e. Parking for the facility must be provided in an enclosed garage or in the rear or side yard, and otherwise meet any and all parking standards of the City.
- f. The outer appearance of the building shall be compatible in height, style, front yard, roof type, fenestration and floor area with the buildings on adjacent properties.
- g. Services shall not be provided on an "out-patient basis" to persons who are not regular residents of the facility.
- h. No alcoholic beverages or controlled substances shall be stored, served, sold, consumed, or in the possession of any person in the facility.
- i. The facility shall provide on-site laundry services and arrange for or provide transportation services to its residents.

- j. The facility shall provide security on a 24-hour basis and provide the Garden City Police Department a written security plan setting forth the manner and method for doing so.
- k. The location of the facility shall pose no potential for danger to residents caused by neighborhood surroundings, nor shall the residents pose any potential for harm or danger to any other individuals living or working in the surrounding neighborhood who are not part of the facility.
- l. The facility shall not be located within 2,000 feet of any of the following:
 - (1) A church;
 - (2) A public or private elementary or secondary school;
 - (3) A nursery school, kindergarten, child care center, day care nursery or day care center;
 - (4) A university, college, vocational or business school;
 - (5) A boundary of any residential district;
 - (6) A public park;
 - (7) The property line of a lot devoted to any residential use; or,
 - (8) Another halfway house, group home, personal care home, or rehabilitation center.

Measurements of distance under this subparagraph are taken radially. "Radial" measurement means a measurement taken along the shortest distance between the nearest point of the building site of the halfway house and the nearest point of the property line of another use, or of a protected zoning district boundary.

- m. The number of half-way houses within the City does not exceed one (1) such facility for each ten thousand (10,000) citizens or fraction thereof, according to the United States Decennial Census of 2010, or any future such census.
- n. The facility has obtained all federal and/or state permits or licenses required for its operation.
- o. The facility applies for and receives a Garden City business license and/or occupational tax certificate.

- p. The Mayor and Council has provided its approval with respect to the location of the facility subject to any additional conditions it deems necessary.

(124) Rehabilitation Center: M(B), C-1(B), C-2(B), I-1(B), & I-2(B)

Such use shall be permitted provided that:

- a. The area of the site whereon the facility shall be located shall be at least two (2) acres.
- b. There shall be no more than twenty (20) residents permitted in the facility, not including attendants and employees of the operator.
- c. If the facility has a residential component, it shall (1) have an on-site manager who resides on the premises, (2) satisfy the minimum square footage requirements for the total number of occupants (residents, owners, and owners' families) provided in the International Residential Code, the International Property Maintenance Code, the International Building Code, and the Life Safety Code, (3) provide on-site laundry services and arrange for or provide transportation services to its residents, and (4) provide one additional parking space for each 300 square feet of floor area (excluding the personal living space of the residents) in addition to compliance with any parking regulation of the zoning district governing parking for the residential use.
- d. No alcoholic beverages or controlled substances shall be stored, served, sold, consumed, or in the possession of any person in the facility.
- e. The facility shall not be not located within 1,500 feet of the following:
 - (1) A church;
 - (2) A public or private elementary or secondary school;
 - (3) A nursery school, kindergarten, child care center, day care nursery or day care center;
 - (4) A university, college, vocational or business school;
 - (5) A public park; or,
 - (6) Another rehabilitation center, halfway house, group home, or personal care home.

Measurements of distance under this subparagraph are taken radially. "Radial" measurement means a measurement taken along the shortest distance between the nearest point of the building site of the rehabilitation center and the nearest point of the property line of another use, or of a protected zoning district boundary.

- f. When adjacent to residentially zoned or used property, a 25-foot landscaped buffer shall be provided. Any such facility shall be surrounded by an opaque wood fence at least six (6') feet high along all property lines that abut commercial uses or that abut other zoning districts, or along the inner or outer boundary of any required buffer. No fence shall be erected along the road frontage.
- g. The facility has obtained all federal and/or state permits or licenses required for its operation.
- h. The facility applies for and receive a Garden City business license and/or occupational tax certificate.
- i. The Mayor and Council has provided its approval with respect to the location of the facility subject to any additional conditions its deems necessary.

Section 3. Section 90, Article II, Section 90-47(b) of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Zoning: Permitted Uses," is amended by deleting in its entirety Paragraph or Permitted Use No. 114 entitled "Family Personal Care Homes."

Section 4. This ordinance shall become effective on the date of passage.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Adopted this _____ day of April, 2018.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and Approved this _____ day of April, 2018.

DON BETHUNE, Mayor

ORDINANCE 2018-_____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, BY AMENDING CHAPTER 90, ARTICLE VII THEREOF, TO ESTABLISH A PROCEDURE FOR MAKING REQUESTS FOR REASONABLE ACCOMMODATION IN LAND USE, ZONING, AND DEVELOPMENT REGULATIONS AS FOUND AND CONTAINED IN THE CITY'S ZONING CODE; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof that:

Section 1. Section 90, Article VII of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Zoning; Administration," is hereby amended by adding the following as Section 90-203 thereunder:

Sec. 90-203. REASONABLE ACCOMMODATION POLICY.

- (a) It is the policy of the City of Garden City, Georgia, pursuant to the federal Fair Housing Act Amendments of 1988, 42 U.S.C. § 3601 et seq. (hereafter "FHAA") and Title II of the Americans With Disabilities Act (hereafter "ADA", or collectively the "fair housing laws") to provide individuals with disabilities reasonable accommodation in its rules, regulations, standards, policies, practices, and procedures pertaining to housing and development to ensure equal access by persons with disabilities and to developers of housing for persons with disabilities. This Section establishes a procedure for making requests for reasonable accommodations in land use, zoning, and development regulations as found and contained in this Code. It is the intent of the City of Garden City, its officials, staff, and agents to fully comply with the intent and purpose of fair housing laws.
- (b) Reasonable accommodation in land use, zoning, and development context means providing individuals with disabilities or developers of housing for people with disabilities, flexibility in the application of land use, zoning, and building regulations, policies, standards, practices, and procedures, or even waiving certain requirements altogether, when it is necessary to eliminate legal and regulatory barriers to housing opportunities.
 - 1. For purposes of this Section, an individual with a disability is someone who has a physical or mental impairment that limits one or more major life activities; anyone who is regarded as having such impairment; or anyone

with a history of such impairment. The terms "disability" and "handicap", for purpose of the fair housing laws have the same meaning.

2. A request for a reasonable accommodation may be made by any individual with a disability, his or her representative, or a developer or provider of housing for individuals with disabilities, when the application of a land use, zoning, or development regulation, policy, standard, practice, or procedure acts as a barrier to fair housing opportunities. Development regulations shall mean those minimum standards set forth in this Zoning Code and shall not include Georgia Statewide Minimum Building Codes, as defined in O.C.G.A. § 8-2-20, or environmental regulations found in general law or the City's Code of Ordinances.
- (c) Notice of the availability of reasonable accommodation shall be prominently displayed on the City's website and shall state where applications for requesting reasonable accommodations are available to the public.
 - (d) Any eligible person described in (b)(2) above may request a reasonable accommodation in the application of any land use, zoning, or development regulation, rule, standard, policy, practice, or procedure as described in subsection (b)(2) above, by completing and filing an application requesting reasonable accommodation with the Director of Planning and Economic Development. Persons requesting reasonable accommodation are encouraged to consult the Director prior to submitting the application in order to make the nature of and need for the request clear.
1. All requests shall be made in writing, on forms provided by the City, and provide the following information:
 - a. Name, address, and telephone number of person filing the request. When available, an email address should also be provided. When the request is being filed for the benefit of an individual with disabilities, the name, address, and telephone number for that person shall also be stated.
 - b. Address of property; name, address and telephone number of property owner, if different from requestor.
 - c. Detailed description of the requested accommodation and the regulation, rule, standard, policy, practice, or procedure for which accommodations is sought.
 - d. Reason that accommodation is sought and any supporting documentation. If medical information is provided to support a determination that the requestor is a person with disabilities, it

should be clearly marked as "Confidential" and will be used only as needed.

2. Any information identified by the applicant as confidential will be held and used by the City in such manner as to respect the individual's privacy rights and shall not be made available for public inspection.
 3. A request for reasonable accommodation may be filed at any time; however, the City encourages its filing at the earliest opportunity to ensure the applicant with equal access to housing and to allow the City to make timely determinations of other related pending applications and permits. City staff will afford the applicant, upon request, such assistance as needed to ensure the application process is accessible and meaningful. There shall be no fee for requesting a reasonable accommodation.
 4. Granting of a reasonable accommodation does not affect an individual's obligations to comply with other applicable regulations not at issue in the requested accommodation.
- (e) All requests for reasonable accommodation shall be reviewed by a committee consisting of the Chairman of the City's Consolidated Board of Zoning Appeals and Planning Commission, the City Manager, and the Director of Planning and Economic Development. A written decision on the request shall be issued to the applicant within ten (10) business days of the receipt of a completed form (Saturdays, Sundays, and legal holidays excluded). After initial review of a request, the committee may request additional information from the applicant.
- (f) The written decision to grant, deny, or grant upon conditions a request shall be consistent with the fair housing laws and based upon the following facts:
- (1) Whether the housing, which is the subject of the request for reasonable accommodation, will be used by an individual(s) with disabilities protected by the fair housing laws;
 - (2) Whether the requested accommodation is necessary to make housing available to an individual with disabilities protected under the fair housing laws;
 - (3) Whether the requested accommodation would impose an undue financial or administrative burden on the City; and
 - (4) Whether the requested accommodation would require a fundamental alteration of a material nature in the City's land use, zoning, or development policies.

Where the written decision is to deny the request, or grant the request subject to conditions, a sufficiently detailed explanation of the reasons shall be given the applicant. The decision of the review committee shall be final and binding upon the City. Notice of the decision shall be given the applicant by certified U.S. Mail, return receipt requested, unless the applicant consents to service in a different manner.

- (g) While a request for reasonable accommodation is pending, all laws, rules, regulations, standards, policies, practices, and procedures applicable to the property that is the subject to the request shall remain in full force and effect. This shall include any appeal of the decision until final.
- (h) Within thirty (30) days of an adverse decision on a request for reasonable accommodation, an aggrieved person may file a petition for Writ of Certiorari in the Superior Court of Chatham County, Georgia. Nothing in this procedure shall preclude an aggrieved person from seeking other available federal or state remedies.

Section 2. This ordinance shall become effective on the date of passage.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Adopted this _____ day of April, 2018.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and Approved this _____ day of April, 2018.

DON BETHUNE, Mayor

ORDINANCE 2018-_____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, BY AMENDING CHAPTER 90, ARTICLE VII THEREOF, TO REQUIRE THE HOLDING OF A SPECIAL PUBLIC HEARING WHEN A PROPOSED ZONING DECISION IS SOUGHT TO LOCATE OR RELOCATE A HALFWAY HOUSE, DRUG REHABILITATION CENTER, OR OTHER FACILITY FOR THE TREATMENT OF DRUG DEPENDENCY; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof that:

Section 1. Article VII of Chapter 90 of the Code of Ordinances of Garden City, Georgia, as amended, entitled "Zoning; Administration; Generally," is hereby amended by adding the following as Section 90-204, requiring an additional public hearing for zoning decisions seeking to locate or relocate a halfway house, drug rehabilitation center, or other facility for the treatment of drug dependency:

Sec. 90-204. Additional Public Hearing Required for Zoning Decisions Seeking to Locate or Relocate a Halfway House, Drug Rehabilitation Center, or other Facility for the Treatment of Drug Dependency.

When a proposed zoning decision is sought to locate or relocate a halfway house, drug rehabilitation center, or other facility for the treatment of drug dependency, an additional public hearing shall be conducted at least six (6) months and not more than nine (9) months before the final action by the consolidated planning commission/zoning board of appeals or the Mayor and Council, as the case may be; such hearing shall be supplemental to the public hearing required under Section 90-201(c) or Section 90-215. For the supplemental hearing only, the published notice of the public hearing shall be at least six column inches in size and shall not be located in the classified advertising or legal advertising section of the newspaper and shall publish at least fifteen (15) and not more than forty-five (45) days prior to the hearing. In addition, a sign containing the information required by Code Section 90-701(b)(5) shall be posted conspicuously on the property at least fifteen (15) days prior to the date of the hearing.

Section 2. This ordinance shall become effective on the date of passage.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Adopted this _____ day of April, 2018.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and Approved this _____ day of April, 2018.

DON BETHUNE, Mayor

ORDINANCE 2018-_____

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF GARDEN CITY, GEORGIA, AS AMENDED, FOR THE PURPOSE OF AMENDING PARAGRAPH 67 OF SECTION 90-47(b) TO PERMIT PEST CONTROL BUSINESS ESTABLISHMENTS WITH THE APPROVAL OF THE BOARD OF APPEALS TO OPERATE IN ALL MIXED USE ZONING DISTRICTS LOCATED WITHIN THE CITY; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof that:

Section 1: Section 90-47(b), Paragraph 67, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Pest Control" is hereby amended to permit pest control business establishments with the approval of the Board of Appeals to operate in all mixed use zoning districts located within the City. As amended, said Paragraph 67 shall read as follows:

"(67) Pest Control: C-2, C-2A, C-2A(B&W), I-1, I-2, M(B)."

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective on the date of passage.

ADOPTED this _____ day of May, 2018.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this the _____ day of May, 2018.

DON BETHUNE, Mayor

Read first time:

Read second time and approved:

ORDINANCE 2018-

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP OF GARDEN CITY, GEORGIA, AS AMENDED, TO REZONE FROM A ZONING CLASSIFICATION OF "C-2" TO A ZONING CLASSIFICATION OF "C-2A(B & W)" CERTAIN PROPERTY OWNED BY J. GARDEN CITY, LLC, AT 4820 AUGUSTA ROAD, GARDEN CITY, GEORGIA (LOT 59 AND LOT 60 OF THE RESUBDIVISION OF TRACTS 61 THRU 75, INDUSTRIAL CITY GARDENS; PROPERTY IDENTIFICATION NO. 6-0013-04-041); TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof that:

Section 1. The zoning ordinance and zoning map of Garden City, Georgia, as amended, is amended so that the following described property presently owned by J. Garden City, LLC, at 4820 Augusta Road, Garden City, Georgia (Lot 59 and Lot 60 of the Resubdivision of Tracts 61 thru 75, Industrial City Gardens; Property Identification No. 6-0913-04-041), be rezoned from its present "C-2" zoning classification to a zoning classification of "C-2A (B & W)":

All those certain lots, tracts, or parcels of land situate, lying and being in the 8th G.M. District in Chatham County, Georgia, being known and designated as Lot Number Fifty-Nine (59) and Lot Number Sixty (60) of the Resubdivision of Tracts Sixty-One (61) to Seventy-Five (75), both inclusive, in Industrial City Gardens, as shown upon a map or plan thereof recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book A, Folio 48.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective on the date of passage.

ADOPTED this _____ day of May, 2018.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this _____ day of May, 2018.

DON BETHUNE
Mayor

Read first time:

Read second time and passed:

ORDINANCE 2018-

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP OF GARDEN CITY, GEORGIA, AS AMENDED, TO REZONE FROM A ZONING CLASSIFICATION OF “R-A” TO A ZONING CLASSIFICATION OF “I-1” TWO CONTIGUOUS LOTS OR PARCELS OF LAND OWNED BY SIMON PHILLIPS, LLC, AT 4805 OLD LOUISVILLE ROAD AND ON BURDETT STREET, GARDEN CITY, GEORGIA (LOTS 21 AND 22, BURDETT HOME TRACT; PROPERTY IDENTIFICATION NOS. 6-0925-03-006 AND 6-0925-03-007); TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof that:

Section 1. The zoning ordinance and zoning map of Garden City, Georgia, as amended, is amended so that the following described two contiguous lots or parcels of land presently owned by Simon Phillips, LLC, at 4805 Old Louisville Road and on Burdett Street, Garden City, Georgia (Lots 21 and 22, Burdett Home Tract; Property Identification Nos. 6-0925-03-006 and 6-0925-03-007), be rezoned from their present “R-A” zoning classification to a zoning classification of “I-1”:

All those certain lots, tracts, or parcels of land situate, lying and being in Garden City, Chatham County, Georgia, known as Lots Twenty-One (21) and Twenty-Two (22) of the Burdett Home Tract as shown on a map or plat of said Burdett Home Tract recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book G, Page 113, to which reference is expressly made for a more particular description.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective on the date of passage.

ADOPTED this _____ day of May, 2018.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this _____ day of May, 2018.

DON BETHUNE
Mayor

Read first time:

Read second time and passed:

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

RESOLUTION

WHEREAS, the Mayor and Council of Garden City, Georgia, wish to purchase the 0.35 acre parcel of Nancy R. Tyson located at the intersection of Chatham Parkway and Telfair Place in Garden City, Georgia, said lot being known as the southwestern portion of Lot 20, Phase 1, Plaza Industrial Park Subdivision, having a Chatham County, Georgia Tax Parcel Number of 6-0799-01-001, with the intent to use the property to protect the flood plain storage capacity of the drainage basin that includes the Chatham Parkway and Telfair Place intersection area in an effort to alleviate, to the extent possible, nearby flooding of properties and public infrastructure; and,

WHEREAS, the City has been able to reach an agreement with Nancy R. Tyson on all of the terms and conditions of the sale/purchase, said agreement being embodied in the sales contract which is attached hereto as Exhibit 1; and,

WHEREAS, the Mayor and Council wish to authorize the City Manager to execute and perform the agreement on the City's behalf;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, that the City proceed with acquiring that certain lot measuring 0.35 acres, more or less, located at the intersection of Chatham Parkway and Telfair Place in Garden City, Georgia, known as the southwestern portion of Lot 20, Phase 1, Plaza Industrial Park Subdivision (Property Identification Number 6-0799-01-001), by authorizing the City Manager to execute the sales contract attached hereto as Exhibit 1 on behalf of the City; to execute and deliver any and all documents or agreements reasonably required to consummate the transaction; and to do and perform any and all further acts and things which the City Manager shall deem necessary or appropriate in his discretion to effectuate the transaction contemplated therein.

ADOPTED BY the Mayor and Council of Garden City, Georgia, this _____ day of May, 2018.

MAYOR AND COUNCIL FOR GARDEN CITY,
GEORGIA

By: _____
Don Bethune, Mayor

Attest: _____
Rhonda-Ferrell Bowles, Clerk of Council

EXHIBIT 1

STATE OF GEORGIA)
COUNTY OF CHATHAM)

AGREEMENT FOR PURCHASE AND SALE
OF PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF PROPERTY ("Agreement") is made and entered into this ____ day of May, 2018, by and between NANCY R. TYSON of 511 Pineland Drive in Savannah, Georgia 31405 (the "Seller"), and GARDEN CITY, GEORGIA, a Georgia municipal corporation with its City Hall located at 100 Central Avenue in Garden City, Georgia 31405 (the "Purchaser"), for the purchase and sale of that certain tract or parcel of land located in the 7th G.M. District, Savannah, Chatham County, Georgia, in Garden City, measuring 0.35 acres, more or less, shown and designated as the Southwest Portion of Lot Twenty (20), Phase 1, Plaza Industrial Park Subdivision on a plat of survey prepared by Helmly, Purcell and Associates, Inc., on July 14, 1982, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book 4-P, Page 156 (a copy of which is attached hereto as Exhibit "A"), and being more fully described on the attached Exhibit "B", and being assigned Chatham County Tax Parcel No. 6-0799-01-001, together with all improvements, fixtures, and landscaping thereon and all rights, privileges, easements, benefits, and agreement appurtenant thereto (collectively, the "Property").

W I T N E S S E T H :

WHEREAS, Seller has offered to sell the Property to Purchaser and Purchaser has offered to purchase the Property from Seller; and,

WHEREAS, the parties desire to provide for said purchase and sale on the terms and conditions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the mutual promises herein contained together with the receipt of the payments as provided in paragraph 2 hereof, the receipt and adequacy whereof are hereby acknowledged, the parties agree as follows, to wit:

1. Sale and Purchase. Seller shall sell the Property to Purchaser on the terms and conditions contained in this Agreement and Purchaser shall purchase the Property from Seller on the terms and conditions contained in this Agreement.

2. Purchase Price and Terms of Payment. The purchase price to be paid by Purchaser to Seller for the Property (hereinafter referred to as the "Purchase Price") shall be the greater of Thirty-Four Thousand Nine Hundred and 00/100's (\$34,900.00) Dollars.

The Purchase Price shall be paid as follows:

(a) The sum of Five Thousand and No/100 (\$5,000.00) Dollars shall be due and payable from Purchaser as earnest money (the "Earnest Money") within three (3) business days of the Effective Date (defined in Subparagraph 23(1)) of this Agreement. The Earnest Money shall be deposited with the Escrow Agent hereinafter named in an IOLTA trust account for which no interest shall accrue to either party (the "Escrow Account").

(b) The balance of the Purchase Price, subject to the price adjustments and prorations as herein provided, shall be due and payable at the below-defined Closing.

(d) All payments are to be in current funds which shall be defined to include cash, wired funds, or a check drawn on a national bank located in the State of Georgia, all in United States currency.

3. Closing.

(a) The consummation of the purchase and sale contemplated by this Agreement by the deliveries required under Subparagraph 3(b) below (the "Closing") shall occur within thirty (30) days from the expiration of the below-defined Inspection Period ("Closing Date") subject to the satisfaction or waiver of all conditions to Closing set forth herein. The exact date, time and place of the Closing shall be determined by Purchaser related by notice to Seller not less than five (5) days prior to the date of Closing. The Closing Date may be extended by mutual agreement of the parties or pursuant to the provisions of this Agreement.

(b) At Closing, Purchaser shall tender the Purchase Price subject to the price adjustments and prorations as herein provided, less the Earnest Money, together with all closing costs for which it is responsible pursuant hereto, and the following documents (the "Closing Documents") shall be executed by the applicable party to close the subject sale/purchase transaction:

(i) Certificates restating and reaffirming the representations of Seller and Purchaser pursuant to Paragraph 6 hereof, with such changes as shall be necessary to make such representations true, complete, and accurate in all material respects as of the date and time of Closing;

(ii) A Limited Warranty Deed with its effective date left blank, conveying fee simple title to the Property pursuant to the legal description derived from the below-defined Survey (if a Survey is performed) to Purchaser, free and clear of all liens, encumbrances, easements, and restrictions, except for the Permitted Exceptions defined in the below Paragraph 8;

(iii) A title affidavit executed by Seller containing the minimum representations reasonably required in order to issue an owner's title insurance policy insuring Purchaser's fee simple title to the Property free of exceptions for (i) the rights of parties in possession and parties claiming rights in the Property,

except parties claiming under the Permitted Exceptions, (ii) mechanics' and materialmen's liens arising through Seller, (iii) unrecorded easements arising through Seller, and (iv) brokerage liens arising through Seller;

(iv) Evidence of the power and authority of the individual(s) executing and delivering this Agreement and the instruments and certificates described herein on behalf of Seller to act for and bind Seller;

(v) A completed Form 1099S, or effective equivalent thereof, describing the sale of the Property with the effective date of the sale left blank;

(vi) An affidavit of residence or other appropriate evidence that Seller is exempt from the withholding requirements of O.C.G.A. § 48-7-128 (failing which Purchaser shall be fully authorized to withhold and pay to the appropriate taxing authority the amount required to be withheld pursuant to Section 48-7-128);

(vii) An affidavit that Seller is not a "foreign person" as such term is defined in Section 144(f)(3) of the Internal Revenue Code of 1986, as amended;

(viii) A closing statement setting forth the source and disposition of the Purchase Price and all other funds transferred at Closing; and,

(ix) All other documents reasonably necessary to effect Closing and the sale/purchase transaction embodied herein.

4. Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

(a) Seller shall pay (a) fees and expenses associated with any title clearance matters, (b) the transfer tax due with respect to the Limited Warranty Deed by which the Property is conveyed to Purchaser; and (c) any other costs and expenses actually incurred by Seller, including, without limitation, Seller's attorney fees and expenses.

(b) Purchaser shall pay (a) all recording and filing fees for all recordable instruments executed and delivered by Seller at the Closing pursuant to the terms hereof, (b) any title examination fees or charges incurred by Purchaser, (c) premiums for any owner's or lender's title insurance policy or policies obtained by Purchaser, (d) the cost for surveying the Property, and (e) the fees and expenses of Purchaser's attorneys.

5. Prorations.

(a) Taxes. All state, city and county ad valorem taxes due with respect to the Property for the calendar year of the Closing shall be prorated between Purchaser and Seller as of the Closing Date. If Closing shall occur before the tax rate or the assessed valuation of the

Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to Closing, when the tax rate and assessed valuation of the Property is fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment. Seller shall pay, at the Closing, all other assessments, whether due in installments or in a lump sum and whether special or general in nature, levied or assessed against the Property as of the Closing Date. The agreements of Seller and Purchaser set forth in this Subparagraph 5(a) shall survive the Closing.

(b) Non-Tax Matters. All rents, charges for utilities, including water and sewer, and for any utility services, maintenance services, maintenance and service contracts which are assigned to Purchaser at the Closing, and all other operating costs and expenses and all other income, costs and charges of every kind which in any manner relate to the operation of the Property shall be prorated as of midnight on the Closing Date. The foregoing provisions shall not apply to (a) any taxes, assessments or other payments which are directly payable by tenants under their leases, and (b) any contracts for maintenance and other services which are cancelable by Seller and which Purchaser does not elect to maintain in force.

6. Representations, Covenants, and Warranties of Seller.

(a) Seller hereby represents, covenants, and/or warrants as follows:

- (i) Seller owns fee simple title to the Property, free and clear of all leases, encumbrances, restrictions and liens except as set forth in Paragraph 8 hereof, and no assessments have been made against said Property which are unpaid (except ad valorem taxes for the current year) whether or not they have become liens, and, except as otherwise provided in this Agreement, so long as this Agreement remains in force, Seller will not lease or convey any portion of the Property or any rights therein, nor enter into any agreements or amendments to agreements granting to any person or entity any rights with respect to the Property or any part thereof;
- (ii) Seller has the right, power and authority to close the transaction herein described;
- (iii) There is no pending litigation or dispute concerning the location of the lines and corners of the Property;
- (iv) Seller has not generated, disposed of, released or found any hazardous substances or wastes on the Property and has received no written notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, RCRA or

any other federal, state, or other governmental legislation or ordinance identified by its terms as pertaining to the disposal of hazardous substances or wastes;

(v) Seller covenants and agrees with Purchaser that so long as this Agreement remains in full force and effect, she will not sell, assign, rent, lease, convey (absolutely or as security), or otherwise encumber or dispose of the Property (or any interest or estate therein) provided, however, that this covenant shall not prohibit any encumbrance which is satisfied or removed by Seller at or prior to Closing;

(vi) Seller has received no notice of, nor is she aware of, any pending, threatened, or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof. Seller shall, promptly upon receiving such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof;

(vii) Seller has entered into no agreement or lease, oral or written, not referred to herein, that will be binding upon Purchaser of the Property and neither the execution nor the consummation of this Agreement by Seller will result in a violation or breach of any contract or agreement to which the Seller is party. There are no judgments, claims, liens, actions or proceedings pending or, to the Seller's knowledge, threatened against or affecting the Seller or the Property, either at law or in equity in any court or before or by any governmental authority which would prevent consummation of the transactions contemplated herein and in accordance with the terms contained herein;

(viii) Seller is not a "foreign person" as that term is defined in the Internal Revenue Code of 1954, as amended, and the Regulations promulgated pursuant thereto, and Purchaser has no obligation under Internal Revenue Code Section 1445 to withhold any pay over to the Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such terms is defined in the Regulations issued under Internal Revenue Code Section 1445);

(ix) Except as evidenced in the real property records of Chatham County, Georgia, there is no agreement affecting or restricting the Property, including its usage and development, and so long as this Agreement is in force, Seller shall not enter into agreements affecting the Property without the prior written approval of Purchaser; and,

(x) Except as specifically set forth in this Agreement, Seller does not, by the execution and delivery of this Agreement, and, Seller shall not, by the execution and delivery of any document or instrument executed and delivered in connection with Closing, make any representation or warranty, express or implied, of any

kind or nature whatsoever, with respect to the Property, and all such warranties are hereby disclaimed. Without limiting the generality of the foregoing, except as expressly set forth in the Agreement, Seller makes, and shall make, no express or implied warranty as to matters of title (other than Seller's limited warranty of title set forth in the Limited Warranty Deed to be delivered at Closing), zoning, tax consequences, physical or environmental condition (including, without limitation, laws, rules, regulations, orders and requirements pertaining to the use, handling, generation, treatment, storage or disposal of any toxic or hazardous waste or toxic, hazardous, or regulated substance), valuation, governmental approvals, governmental regulation or any other matter or thing relating to or affecting the Property (herein collectively called the "Disclaimed Matters"). Purchaser will conduct such inspections and investigations of the Property (including, but not limited to, the physical and environmental condition thereof) and rely upon same and, upon Closing, shall assume the risk that adverse matters, including, but not limited to, the Disclaimed Matters, may not have been revealed by Purchaser's inspections and investigations. Seller shall sell and convey to Purchaser, and Purchaser shall accept, the Property "As Is", "Where Is", and with all faults, and there are no oral agreements, warranties or representations, collateral to or affecting the Property by Seller or any third party. The terms and conditions of this Subparagraph shall expressly survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the deed, and the payment of the Purchase Price, without regard to any limitations upon survival set forth in the Agreement.

(b) Seller shall promptly notify Purchaser in writing of any event of condition known to the party which occurs prior to Closing and which causes a material change in the facts relating to, or the truth of, any of the above representations and warranties. At Closing, Seller shall reaffirm and restate such representations and warranties, subject to disclosure of any changes in facts or circumstances which may have occurred since the date hereof.

(c) The provisions of this Paragraph 6 shall survive the Closing for a period of one (1) year.

7. Title Examinations and Objections.

(a) For the purpose of interpreting this Agreement, "Title Objection" and "Title Objections" mean any (i) deeds to secure debt, mortgages, deeds of trust, liens, financing statements, security interests ("Monetary Title Objections") or (ii) easements, leases, restrictive covenants, agreements, options, and other encumbrances ("Non-Monetary Title Objections") which impair or affect the Seller's title to the Property or the Seller's ability to convey good and marketable fee simple title to the Property, insurable at standard rates, without exception, other than Permitted Exceptions.

(b) The Purchaser may have Seller's title to the Property examined and give written notice to Seller on or before the expiration of the below-defined Inspection Period of any Title Objections disclosed by such examination. Thereafter, Purchaser may re-examine Seller's title to the Property at any time and from time to time up to and through the Closing Date and may give Seller written notice of any Title Objections which have arisen since the Effective Date of this Agreement disclosed by such re-examination. Monetary Title Objections shall be satisfied from the Purchase Price at Closing. Within five (5) days after receipt from Purchaser of written notice setting forth any Non-Monetary Title Objections, Seller will notify Purchaser whether Seller shall satisfy or correct said Non-Monetary Title Objections, on or before the Closing Date.

(c) In the event that Seller notifies Purchaser that Seller has elected not to cure or satisfy any such Non-Monetary Title Objection, then within ten (10) days after Purchaser's receipt of such notice, Purchaser shall by written notice to Seller elect one of the following:

(i) To waive such Non-Monetary Title Objection and to close the transaction in accordance with the terms of this Agreement; provided, however, that with respect to any Title Objection arising in breach of Seller's covenant under Paragraph 6 hereof, Purchaser may deposit in escrow with Purchaser's title insurer such amount as such title insurer shall reasonably estimate to be necessary to satisfy or remove such Title Objection, which amount shall be credited in reduction of the portion of the Purchase Price payable at Closing, and Seller shall thereafter diligently endeavor to have such Title Objection so satisfied or removed pursuant to the terms of an escrow agreement to be entered into at the Closing between Seller, Purchaser, and such title insurer.

(ii) To cancel this Agreement and to have the Earnest Money, as well as any portion of the Purchase Price paid to-date returned, to Purchaser, in which event neither Seller nor Purchaser shall have any further duties or obligations under this Agreement; provided; however, that if Purchaser elects to cancel this Agreement on account of the existence of any Title Objection arising in breach of Seller's covenant under Paragraph 6 hereof, Purchaser's cancellation shall be without prejudice to Purchaser's right to sue Seller for damages suffered or incurred by Purchaser as a result of Seller's breach of said Paragraph. In the event Purchaser fails to so notify Seller within said ten (10) day period, Purchaser shall be deemed to have elected to cancel this Agreement pursuant to Subparagraph 7(c)(i) above.

(d) If Purchaser fails to provide Seller with written notice of any title defect or breach of warranty prior to the expiration of the Inspection Period, Purchaser shall be deemed to have waived such defect or breach of warranty and shall be obligated to close the purchase transaction as contemplated herein, except for title defects or breaches of warranty that arise between the Inspection Period and Closing.

8. Conveyance-Permitted Title Exceptions. Seller shall convey title to the Property to the Purchaser by Limited Warranty Deed, together with the easements, rights and

benefits pertaining to the Property, subject to the following Permitted Title Exceptions ("Permitted Title Exceptions"):

(a) All taxes for the year of closing and subsequent years, and assessments, whether or not they are of record;

(b) Applicable subdivision and zoning ordinances and all other restrictions and regulations imposed by governmental authorities;

(c) Any matters which would be disclosed by an accurate survey and inspection of the Property; and,

(d) All matters of record as of the date of this Agreement to which Purchaser has no objection, as well as those matters of record as of the date of this Agreement to which Purchaser has timely objected hereunder, but such objection has been waived pursuant to Paragraph 7(c)(i); and,

9. Escrow Agent.

(a) The Escrow Agent referred to above shall be Oliver Maner LLP.

(b) During the term of this Agreement, the Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and provisions of this Agreement.

(c) If this Agreement shall be terminated by the mutual written agreement of the Seller and Purchaser, or if the Escrow Agent shall be unable to determine at any time to whom the Earnest Money should be paid, or if a dispute shall develop between Seller and Purchaser concerning to whom such should be paid and delivered, then and in any such event, the Escrow Agent shall pay and deliver in accordance with the joint written instructions of the Seller and Purchaser. In the event that such written instructions shall not be received by the Escrow Agent within ten (10) days after the Escrow Agent has served a written request for instructions upon Seller and Purchaser, then the Escrow Agent shall pay and deliver the Earnest Money into a court of competent jurisdiction and interplead Seller and Purchaser in respect thereof, and thereupon the Escrow Agent shall be discharged of any obligations in connection with this Agreement.

(d) If costs or expenses are incurred by the Escrow Agent in its capacity as Escrow Agent because of litigation or a dispute between Seller and Purchaser arising out of the holding of the Earnest Money in escrow, the non-prevailing party shall pay the Escrow Agent its reasonable costs and expenses. Except for such costs or expenses, no fee or charge shall be due or payable to the Escrow Agent for its services as escrow holder only.

(e) By joining herein, the Escrow Agent undertakes only to perform the duties and obligations imposed upon the Escrow Agent under the terms of this Agreement and expressly does not undertake to perform any of the other covenants, terms and provisions incumbent upon

the Seller and Purchaser hereunder.

(f) Purchaser and Seller hereby agree and acknowledge that the Escrow Agent assumes no liability in connection herewith except for gross negligence or willful misconduct; that the Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement; and that in the event of any dispute under this Agreement, the Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel.

(g) In the event Purchaser has the right to and elects to terminate this Agreement, Escrow Agent shall refund the Earnest Money upon receipt of notice of such termination; provided, however, if Seller disputes Purchaser's entitlement to a refund of the Earnest Money, Escrow Agent shall retain same subject to the terms and conditions set forth herein until receipt of joint instructions from the parties regarding the disposition of the Earnest Money. Notwithstanding anything in this paragraph to the contrary, if Escrow Agent receives notice of termination from Purchaser prior to the end of the Inspection Period, Escrow Agent shall and is hereby directed by Seller to refund the Earnest Money to Purchaser.

10. Access to and Examination of the Property.

(a) Between the Effective Date of this Agreement and the Closing Date, Purchaser and Purchaser's agents, employees, contractors, representatives, and other designees (herein collectively called "Purchaser's Designees") shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, conducting surveys, and conducting any other investigations, examinations, tests, and inspections as Purchaser may reasonably require to assess the condition of the Property; provided, however, that (i) any activities by or on behalf of Purchaser, including, without limitation, the entry by Purchaser or Purchaser's Designees onto the Property or the other activities of Purchaser or Purchaser's Designees with respect the Property (Purchaser's Activities") shall not damage the Property in any manner whatsoever (except as reasonably necessary to complete Purchaser's Inspection as contemplated pursuant to this Paragraph, (ii) in the event the Property is altered or disturbed in any manner in connection with any Purchaser's Activities, Purchaser promptly return and restore the Property to substantially the condition existing prior to the Purchaser's Activities, and (iii) Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with any Purchaser's Activities. Purchaser has investigated or will investigate prior to Closing, independent of any representations of Seller, all zoning, water, sewer, land elevation, availability of utilities, easements, encumbrances, and all user requirements including, but not limited to, governmental regulations, and act in this Agreement upon the results of its own investigation without relying upon any representation of Seller.

(b) Purchaser shall have until thirty (30) days after the Effective Date of this Agreement (herein called the "Inspection Period") to perform such investigations, examinations, tests and inspections as Purchaser shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Purchaser. In the event that Purchaser shall determine that the Property is not suitable and satisfactory to it, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller on or before the expiration of the Inspection Period; in such event, Ten and 00/100's (10.00) Dollars of the Earnest Money shall be paid to Seller as consideration for Seller's execution of and entry into this Agreement and the remainder of the Earnest Money shall be refunded to Purchaser promptly upon request, and, except as expressly provided in the Agreement, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. The failure of the Purchaser to provide Seller such notice of termination shall be deemed a waiver of Purchaser's rights hereunder, and all Earnest Money will thereafter become non-refundable except (i) in the event of a default committed hereunder by the Seller, or (ii) unless otherwise expressly provided for herein to the contrary. Purchaser shall have the right to extend the Inspection Period for an additional thirty (30) days upon notice thereof prior to the expiration of the original Inspection Period and the payment of additional Earnest Money in the amount of Five Hundred and 00/100's (\$500.00) Dollars.

(c) Purchaser has previously conducted, at its own cost, a Phase I Environmental Report ("Phase I") on the subject property which shall be subject to the confidentiality provision of this paragraph, and, which shall not obligate Seller to take any action or to perform any remediation based on its findings.

(d) Within thirty (30) days from the date hereof, Purchaser, at its cost and expense, may obtain and furnish the Seller a current certified survey (the "Survey") of the Property prepared by a licensed surveyor showing by metes and bounds the perimeter boundaries of the Property, uplands and wetlands, all easements affecting the Property, and the exact number of acres (computed to the nearest one hundredth of an acre) comprising the Property. Upon Seller's approving the Survey (said approval not being unreasonably withheld), it shall replace the Exhibit "A" attached hereto, and Purchaser shall cause an accurate metes and bounds description of the Property to be drawn therefrom which shall replace the description of the Property on Exhibit "B" and constitute the description of the Property used in the closing documents.

(e) At Seller's request, Purchaser shall deliver copies of all reports and test results generated by its inspection of the Property to Seller in the event that the sale of the Property does not close. The reports and test results (as well as any information and documents that Seller delivered or caused to be delivered to Purchaser concerning the Property) shall be treated as strictly confidential by Purchaser and the same shall not be disclosed to any third party or governmental entity unless required by law or order of a court of competent jurisdiction; provided, however, that such results, information and documents, may be disclosed to Purchaser's consultants, attorneys and lenders, who shall be required by Purchaser to similarly treat such results, information and documents as strictly confidential.

(f) Within ten (10) days of the Effective Date of this Agreement, Seller shall deliver to Purchaser all material documents and information in Seller's possession with regard to the Property (herein called the "Due Diligence Materials"). The Due Diligence Materials shall be provided without any representation or warranty of any kind or nature whatsoever and are merely provided to Purchaser for Purchaser's informational purposes. Until Closing, Purchaser and Purchaser's Designees shall maintain all Due Diligence Materials as confidential information. If the purchase and sale of the Property is not consummated in accordance with this Agreement, regardless of the reason or the party at fault, Purchaser shall immediately re-deliver to Seller all copies of the Due Diligence Materials, whether such copies were actually delivered by Seller or are duplicate copies made by Purchaser or Purchaser's Designees.

11. Acceptance of Deed. The acceptance of the Limited Warranty Deed by Purchaser to the Property shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to perform pursuant to the provisions of this Agreement, excepting those matters which are expressly specified herein to survive Closing; those matters which are necessarily performed after Closing; and those matters which survive Closing by operation of law.

12. Possession. Exclusive possession of the Property shall be delivered by Seller to Purchaser at Closing together with the delivery of title.

13. Default.

(a) Seller's Default. In the event Seller defaults in the performance of any of her obligations hereunder or breaches any of its covenants hereunder, or in the event that any representation, warranty, or statement made by Seller hereunder is or becomes false or misleading in any material, adverse respect as of the Effective Date of this Agreement or the Closing Date, the Earnest Money shall be returned to Purchaser, without prejudice to any other rights or remedies of Purchaser hereunder. Purchaser shall have the right to seek specific performance of this Agreement against Seller in the event that Seller fails or refuses to perform any covenant or agreement of Seller hereunder and the right to sue for and receive monetary damages. The inability of Seller to convey good and marketable fee simple title to the Property on the Closing Date shall not constitute a default by Seller under this Agreement unless such inability is caused by a defect in Seller's title to the Property which is not a Permitted Exception under this Agreement, which arises solely by reason of an affirmative act of Seller.

(b) Purchaser's Default. If the Purchaser fails to perform any of the covenants of this Agreement, or fails to close on the Closing Date, Seller shall, as her sole remedy, retain the Earnest Money deposit as liquidated damages, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default, that the amount of the Earnest Money is a reasonable pre-estimate of Seller's probable loss, and that Seller's retention of the Earnest Money is intended not as a penalty, but as full liquidated damages. Upon Seller's exercising this right to retain liquidated damages, this

Agreement shall thereafter become null and void and the Escrow Agent shall release the Earnest Money to Seller. The right to retain the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller therefore waives and releases any right to (and hereby covenants that she shall not) sue Purchaser (a) for specific performance of this Agreement, or (b) to recover actual damages. In the event of default by Purchaser hereunder, Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller to seek or claim a refund of the Earnest Money (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages.

14. Casualty.

(a) Risk of Loss. Until the purchase of the Property has been consummated on the Closing Date, all risk of loss of the Property (whether by exercise of the power of eminent domain or otherwise) shall belong to and borne by the Seller.

(b) In the event of any damage to or destruction of the Property or any portion thereof which may impede, delay or interfere with Purchaser's planned development or intended use of the Property, the Purchaser shall, by written notice to Seller delivered within ten (10) business days of receiving written notice from Seller of such event, elect to: (a) terminate this Agreement and all of its obligations under this Agreement, whereupon the Earnest Money shall be returned to Purchaser and this Agreement shall become null and void and no party shall have any right, duty or obligation under this Agreement; or (b) consummate the purchase of the Property. If Purchaser does not elect to terminate this Agreement pursuant to clause (a) of this Paragraph 14(b), then Seller shall on the Closing Date transfer and assign to Purchaser, in form reasonably satisfactory to Purchaser, all rights and claims of Seller with respect to payment for damages and compensation on account of such damage or destruction. \

15. Time. Time is of the essence with respect to each to each provision of this Agreement which requires performance by either party within a specified time period.

16. Representations. This writing contains the parties' entire agreement and Purchaser acknowledges that no agent, representative, or salesman of Seller has made or has authority to make any agreements, statements, conditions, stipulations, representations, guaranties or warranties, either oral or written, modifying, adding to or changing the terms and conditions of this Agreement.

17. Notices. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid, or delivered by overnight courier such as FedEx, Airborne, etc., and addressed to each party at its address as listed below. Any such notices, requests or other communications shall be considered given or delivered, as the case may be, on the date of hand delivery, and on the date of delivery by either

the United States certified or registered mail or overnight courier as provided above. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be the receipt of the notice, request, or other communication. By giving at least five (5) days' prior written notice thereof to the other parties hereto, a party hereto may from time to time and at any time change her, his or its mailing address hereunder.

PURCHASER: GARDEN CITY, GEORGIA
Ron Feldner, P.E., City Manager
100 Central Avenue
Garden City, Georgia 31405

With a copy to: James P. Gerard, Esquire
Oliver Maner LLP
218 West State Street
Savannah, Georgia 31401

SELLER: NANCY R. TYSON
5111 Pineland Drive
Savannah, Georgia 31405

With a copy to: Judge Commercial
Attn: Bobby Vermillion
347 Abercorn Street
Savannah, Georgia 31401
Facsimile: 912-236-5400

ESCROW AGENT: Oliver Maner LLP
Attn: James P. Gerard
218 West State Street
Savannah, Georgia 31401
Facsimile: 912-236-8725

18. Assignment. Without the prior written consent of the Seller (which consent will not be unreasonably denied), Purchaser cannot assign this Purchase Agreement to a third party. Any assignment made by Purchaser without Seller's consent thereto, if required, shall be void. If Purchaser requests and Seller consents to an assignment, Purchaser will deliver a fully executed instrument of assignment to Seller, in form and substance satisfactory to Seller, at least ten (10) business days prior to Closing. No assignment shall relieve Purchaser from its obligations hereunder, and all representations, covenants and indemnities made by Purchaser hereunder also shall be made by Purchaser's assignee and, where applicable, shall survive the Closing.

19. Real Estate Broker. In connection with the transaction contemplated by this Agreement, the parties represent and warrant that other than Bobby Vermillion of Judge Realty

who has acted as Seller's agent and who shall be paid a commission by Seller, they have not dealt with and consulted with any broker. Each party agrees to indemnify, defend, and save the other party harmless from and against any claim or demand made by any real estate broker, agent, or finder claiming to have dealt or consulted with it or any of its representatives, employees or agents contrary to the foregoing representation and warranty. Each representation, warranty and agreement contained in this paragraph shall survive the closing of the sale of the Property and the disbursement of the proceeds of such sale.

20. Understandings and Agreements. Unless otherwise expressly specified herein to the contrary, all understandings and agreements between the parties hereto are merged into this Agreement, which fully and completely expresses the parties' agreement, and the same is entered into after full investigation. Neither party is relying on any statement or representation made by the other not embodied in this Agreement. This Agreement may not be changed or terminated orally.

21. Like-Kind Exchange. In the event either Seller or Purchaser intends for this transaction to qualify as a "like-kind" exchange under section 1031 of the Internal Revenue Code, the other party agrees to cooperate with the exchanging party in arranging this transaction as to qualify as a "like-kind" exchange, including its assignment to a "qualified intermediary" pursuant to section 1031, at no cost or expense to the cooperating party. Notwithstanding the provisions of Paragraph 18, this Agreement may be assigned by the exchanging party to a "qualified intermediary" provided the cooperating party is given notice thereof at least ten (10) business days prior to the Closing Date.

22. Survival of Certain Provisions. The only terms, provisions, conditions or obligations which shall survive the Closing are those which are expressly specified herein to remain outstanding after Closing; those which are necessarily performed after Closing; and, those matters which shall survive Closing by operation of law.

23. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

(b) If any date herein set forth for the performance of any obligation by Seller or Purchaser, or for the delivery of any instrument or notice as herein provided, should be a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be deemed acceptable on the next day which is not a Saturday, Sunday, or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Georgia for observance thereof.

(c) In the event any legal proceeding should be brought to enforce the terms of this Agreement or for breach of any provision of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses of the prevailing party (including but not limited to its attorney's fees and disbursements).

(d) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(e) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(f) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

(h) This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia.

(i) No failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by a party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of a party's right to demand exact compliance with the terms hereof.

(j) Time is of the essence in complying with the terms of this Agreement.

(k) If any provision of this Agreement is to be held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

(l) This Agreement shall be effective on the later of the date of Purchaser's and Seller's execution of this Agreement, as indicated on the signature Page (the "Effective Date").

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated below.

SELLER:

_____(L.S.)
NANCY R. TYSON

Date: _____

Witness

PURCHASER:

GARDEN CITY, GEORGIA

By: _____
Ron Feldner, P.E., City Manager

Date: _____

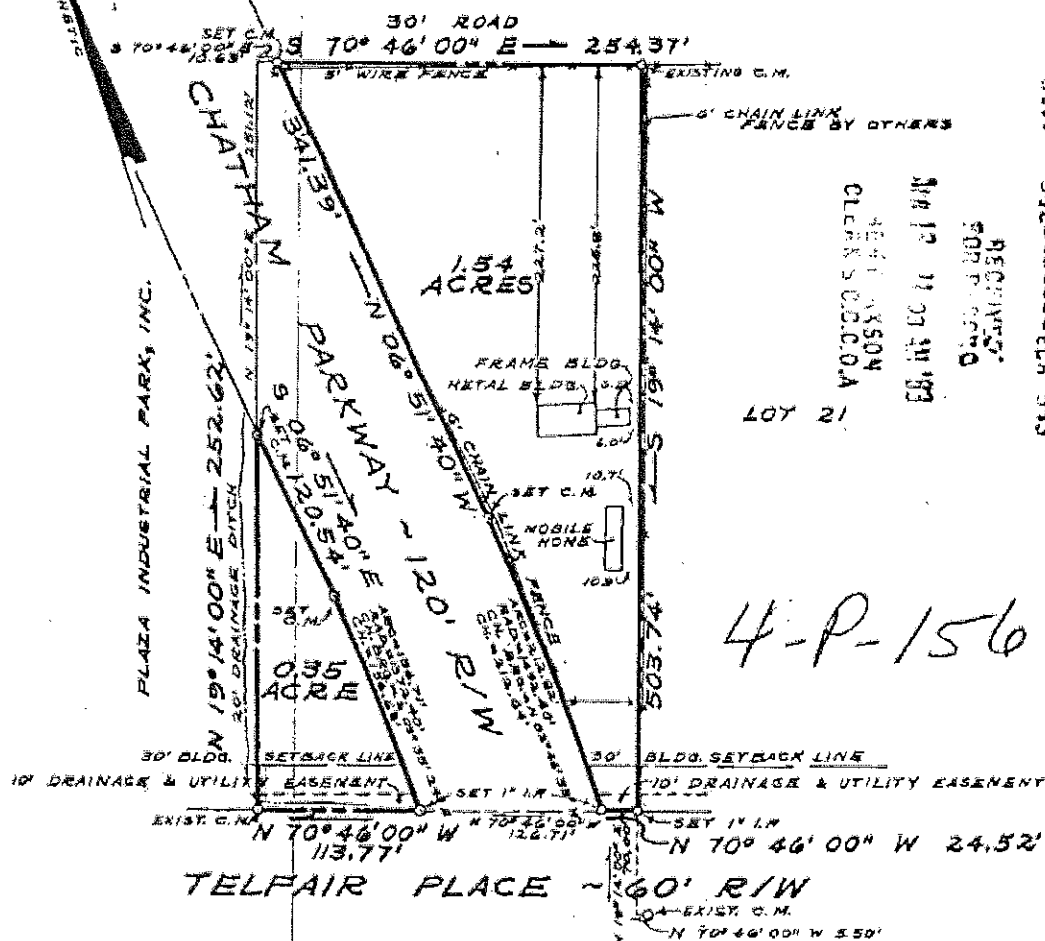
Witness

ESCROW AGENT:
OLIVER MANER LLP

By: _____
James P. Gerard, Partner

EXHIBIT "A"

PLAT OF PROPERTY ATTACHED

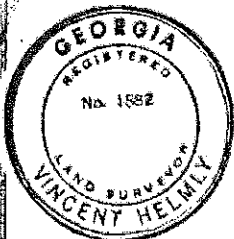


**PLAT OF THE REMAINING PORTIONS
 OF LOT 20, PHASE I, PLAZA
 INDUSTRIAL PARK, 7th G.M.
 DISTRICT, CHATHAM COUNTY,
 GEORGIA.**

Surveyed For: **MAXWELL R BEATTY**

IN MY OPINION, THIS PLAT IS A CORRECT
 REPRESENTATION OF THE LAND PLATTED
 AND HAS BEEN PREPARED IN CONFORMITY
 WITH THE MINIMUM STANDARDS AND
 REQUIREMENTS OF LAW.

Vincent Helmlly
 VINCENT HELMLY
 GA. REG. LAND SURVEYOR NO. 1882



SCALE: 1" = 100'

JOB NO. 82-208 JULY 14, 1982

HELMLY, PUGGELL & ASSOC., INC.
 SURVEYORS - ENGINEERS
 SAVANNAH, GEORGIA

REFERENCES:
 S.M.C.S. PAGE 28
 D.B. 115-W PAGE 420
 D.B. 115-W PAGE 419
 ERROR OF CLOSURE
 FIELD: 1/12,000
 ANGULAR ERROR: 7" PER 3
 ADJUSTED BY: INSPECTION
 PLAT 117/43, 318

EQUIPMENT:
 300' STEEL TAPE
 TOPCON GTS-1 (GUPPY)

RECEIVED
 FOR RECORD
 JUL 17 11 07 AM '82
 CLERK S.C.C.O.A.
 025-473-256 6136

4-P-156

EXHIBIT "B"

All that certain portion of lot, tract or parcel of land situate, lying and being in the 7th G.M. District, Chatham County, Georgia, in Garden City, shown and designated as the Southwest Portion of Lot Twenty (20), Phase 1, Plaza Industrial Park Subdivision, containing 0.35 acres, on a plat of survey prepared by Helmly, Purcell and Associates, Inc., on July 14, 1982, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book 4-P, Folio 156, which plat by reference is incorporated herein and made a part hereof for better determining the metes, courses, and distances of said parcel of land.

RESOLUTION

A RESOLUTION TO RATIFY EMERGENCY SERVICE PROCUREMENT FOR CITY'S WATER POLLUTION CONTROL PLANT.

WHEREAS, during the last two weeks of April 2018, the City Manager was compelled to make an emergency procurement of services from Degler Water Services, Inc., totaling \$115,375.00 in order to (i) accelerate the removal of biosolids from the City's partially functioning water pollution control plant (the "WPCP") in anticipation of a large wastewater inflow which was expected in connection with a forecasted large rainfall event on April 23, 2018, and (ii) remove approximately 500,000 gallons of wastewater and stormwater resulting from the actual occurrence of the 4-inch rain event which was being temporarily held in the City's currently out-of-service aerator basin from which sludge, biosolids, and grit are being removed before the two aerators in the basin, as well as the two aerators in the other basin at the WPCP, are replaced; and,

WHEREAS, on May 2, 2018, the City Manager, pursuant to Section 4.10 of the City's Purchasing Manual, Policies and Procedures, submitted to the Mayor and Council a record of the above-mentioned emergency procurement of services, explaining the basis for the emergency and his method for selecting the contractor which provided the services, and identifying the features of the procurement; and,

WHEREAS, the Mayor and Council presently wish to ratify and approve the above-mentioned emergency procurement, having determined from the City Manager's report that there was in fact an emergency threatening public health, welfare and safety, in that the procurement was required to (i) insure the continued operation of the WPCP in its current impaired condition; (ii) maintain compliance with the regulatory permits applicable to the WPCP; and (iii) facilitate the continuation and completion of the City's current project of cleaning out the two basins and replacing the four aerators at the WPCP;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, that the emergency procurement of services totaling \$115,375.00 made during the last week of April 2018 by the City Manager from Degler Water Services, Inc., be ratified and approved as being validly made pursuant to, and in compliance with, Section 4.10 of the City's Purchasing Manual.

ADOPTED AND APPROVED this _____ day of May, 2018.

RHONDA FERRELL-BOWLES
Clerk of Council

Received and approved this _____ day of May, 2018.

DON BETHUNE, Mayor



Ronald A. Feldner, P.E.
City Manager

MEMORANDUM

To: Mayor and City Council
From: Ron Feldner, P.E., City Manager
Date: May 2, 2018
Re: Cost Summary and Activity Authorization - Water Pollution Control Plant (WPCP)
Sludge & Grit Removal Project

The purpose of this memorandum is to provide an update regarding the referenced project and to secure authorization for emergency measures undertaken by the City staff in connection with this project. In January 2018, the City approved a contract with Hydro International to execute a work plan associated with this project. The contract was awarded in the amount of \$341,043 with the next lowest bidder coming in at \$699,973. In general, the project work involves removal of storm debris, consisting of sand and grit, and other accumulated biosolids and sludge, from the two aeration basins at the WPCP. The project has been progressing along at a methodical pace over the last several weeks and a recent rainfall event has caused major impacts to the project activities and its schedule. You will recall that the sludge and grit removal process was being performed in connection with the City's other project at the WPCP to replace the four 25 year old basin aerators which suffered damage during the two recent hurricanes. You will also recall that the accumulated sludge and grit in the two aeration basins was attributed primarily to the two recent hurricanes.

During the week of April 16, the City staff began to take notice of a forecasted large rainfall event on April 23 of such significance that it would likely impact the ongoing sludge and grit removal project. In advance of that rainfall event, the City took actions to prepare the WPCP to handle the forecasted rainfall event and expected inflow of wastewater without causing a permit violation at the facility. The first emergency measure undertaken was to accelerate the removal of bio solids from the WPCP treatment process. Failure to properly manage the bio solids volume within the WPCP process could have resulted in facility malfunction and/or a permit violation as a result of the large wastewater inflow that ultimately occurred in connection with the April 23rd rainfall event. As such, the City engaged the services of Degler Waste Services Inc (Degler) to remove the bio solids from the WPCP process. Based upon the recommendation of the City's Consulting Engineer (Brennan Jones Engineering Associates or BDEJ), the City engaged Degler who proceeded to remove 144,800 of bio solids from the WPCP and disposed of the material at the City of Savannah Wastewater Plant prior to April 23rd.

The forecasted rainfall event that took place on April 23, 2018 resulted in actual rainfall of 4.2 inches measured at the WPCP site over a relatively short period of time. This intense rainfall event that occurred on the 23rd resulted in the City's WPCP being inundated with wastewater flow such that we had to flood the empty basin that was in the process of having the sand, sludge and grit removed. The decision to divert the flow on April 23rd was necessary to prevent a failure of the WPCP process and a possible permit violation. However, the decision to flood the empty basin caused

approximately 500,000 gallons (initially estimated at 300,000 gallons) of wastewater and stormwater to accumulate within the basin that would need to be disposed of because the basin aeration system was not operational as a result of the ongoing projects.

In an effort to get the basin sludge removal and aeration system replacement projects active again, the City needed to address the disposal of the 500,000 gallons of wastewater that was being held in the basin under construction. The City made the decision to re-engage Degler to haul off the 500,000 gallons of wastewater that had accumulated in the basin to the City of Savannah for processing and to enable the contractors to get back to work with respect to (1) sludge and grit removal and (2) aerator replacement. Degler removed a total of 506,000 gallons of wastewater over the period of April 24 to May 2. The sludge removal contractor and the aerator replacement contractor were back onsite April 30.

To date, the cost summary for the sludge removal project is as follows:

Item Description	Project Costs	Cost Summary
Total Project Budget	\$341,043	
Hydro International (1 Invoice)		\$42,647
Degler Waste (2 Invoices)		\$115,375
Hydro International (CO #1)		\$119,500
Running Total		\$277,522
Remaining Budget	\$63,521	

Review of the Cost Summary for the project to date indicates that a remaining budget of \$63,521 exists to complete the project. The City staff anticipates that additional costs will be incurred for the project due to its complex nature and the urgency to get it completed.

City Council Action: Authorize the emergency actions undertaken by the City staff with respect to the \$115,375 in costs incurred by Degler Waste for wastewater and sludge/grit removal to: (1) ensure proper operation of the WPCP; (2) maintain compliance with applicable permits; and (3) facilitate remobilization of the contractors to maintain the project schedule.

Please contact me with any questions regarding the information contained in this memo.

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

RESOLUTION

WHEREAS, on June 6, 2018, the City will be hosting a dinner meeting for approximately 70 persons at its City Hall for the Chatham Municipal Association which is a non-profit organization representing municipal governments in Chatham County, Georgia, for the purpose of providing legislative advocacy and consulting services to its members of which Garden City is one; and,

WHEREAS, it is customary at such dinner meetings for alcoholic beverages to be served under controlled conditions; and,

WHEREAS, the mission of the Chatham Municipal Association, as furthered by such dinner meetings, is to influence the forces shaping Chatham County cities such as Garden City and to provide essential leadership, tools and services that assist municipal governments such as Garden City in becoming more innovative, effective, and responsive;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of Garden City, Georgia, in regular session assembled, do hereby find that the Chatham Municipal Association dinner meetings do clearly convey important values as to what is essential to Garden City and therefore clearly qualify for the exception under Garden City Code Section 6-4(C) to the prohibition of possessing alcoholic beverage on City property.

BE IT FURTHER RESOLVED, that the furnishing of alcoholic beverages at the Chatham Association dinner meeting on June 6, 2018, shall be subject to all of the conditions set forth in said Code Section 6-4 (C) including, but not limited to, the requirements that a licensed and insured third party vendor serve the alcohol, and that the event adhere to all applicable federal or state laws, and local ordinances, related to the sale and use of alcohol.

ADOPTED BY the Mayor and Council of Garden City, Georgia, this 7th day of May, 2018.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 7th day of May, 2018.

DON BETHUNE, Mayor